TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 258.

BENJAMIN F. FLANDERS, DEPUTY GENERAL AGENT OF THE TREASURY DEPARTMENT OF THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

A. B. SEELYE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED SEPTEMBER 22, 1879.

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a UNITED STATES OF AMERICA.

Circuit court of the United States in and for the 5th judicial circuit and district of Louisiana.

A. B. SEELYE
vs.
BENJ. F. FLANDERS, DEPT'Y GEN'L AGENT OF the Treas'y Dep't of the U. S. } No. 6560.

H. N. Ogden, attorney for plaintiff, defendant in error; A. H. Leonard, U. S. attorney, for defend't, plaintiff in error.

TRANSCRIPT OF RECORD.

Writ of error returnable in the Supreme Court of the United States, at Washington, D. C., on the 2d Monday of October, 1879.

1 UNITED STATES OF AMERICA.

Circuit court of the United States, fifth circuit and district of Louisiana.

ABRAM B. SEELYE
vs.
BENJ. F. FLANDERS. } No. 6560.

Petition of defendant for certiorari for removal of cause.—Filed Nov'r 22d, 1871.

To the hon. the judges of the circuit court of the United States for the 5th circuit and district of Louisiana:

The petition of Benjamin Flanders, with respect, shows that a suit has been commenced against him in the sixth district court for the parish of Orleans, a court of the State of Louisiana, holding sessions in the city of New Orleans, by one Abram B. Seelze, plaintiff, and that process of citation issued therein has been served upon him in this
2 district, but that no trial of said cause has been had. Petitioners avers that the said suit has been brought by reason of acts done and proceedings had by him in the year 1866, in his official capacity as deputy general agent of the Treasury Department of the United States, authority of the act of Congress approved 12 March, 1863, entitled "An act to provide for the collection of abandoned property, & for the prevention of frauds in insurrectionary districts within the United States," and of the act approved 2d July, 1864, entitled "An act in addition to the several acts concerning commercial intercourse between legal & insurrectionary States, and to provide for the collection of captured & abandoned property & the prevention of frauds in States declared in insurrection," to wit, for the purpose of recovering some $5,000 alleged to have been paid under authority given by him in his said official capacity for costs & charges upon certain cotton seized & held as captured and abandoned property; all which was done under authority of the acts of Congress aforesaid, and of
3 the executive government of the United States.

Wherefore he prays that a writ of certiorari issue to the said

sixth district court, requiring the said court to send to this hon. court the record & proceedings in said cause.

(Signed) J. R. BECKWITH,
U. S. Att'y, for Defendant.

Benjamin Flanders, being duly sworn, says that all the statements & allegations in the foregoing petition are true.

(Signed) BENJ. F. FLANDERS.

Sworn to subscribed before me this 22d day of November, 1871.

(Signed) F. B. VINOT,
Dy Clerk.

I certify that as counsel for petitioner I have examined the proceedings against him, and have carefully inquired into all the matters set forth in the petition, and believe the same to be true.

(Signed) J. R. BECKWITH, *Att'y.*

Order.

Let a writ of certiorari issue in this case as prayed for, and
4 according to law.

November 22d, 1871.

(Signed) E. H. DURELL, *Judge.*

Writ of certiorari.—Issued Nov'r 22d, 1871.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

Circuit court of the United States for the fifth circuit and district of Louisiana.

The President of the United States of America to the honorable the sixth district court for the parish of Orleans, Louisiana, greeting:

Because it has been represented to us in our said court that a cause has been lately instituted and now is pending in said court, wherein Abram B. Seelze is plaintiff and Benjamin F. Flanders an ex-officer of the United States, to wit, deputy general agent of the Treasury Department of the United States, is defendant, said course being represented to us as being No. of the docket of said court, and that the said Benjamin F. Flanders has been served with process therein issued, and because the said Benjamin F. Flanders has this day filed in
5 our said court his petition, duly verified and certified as required by law, wherein he has complained that the said suit was and is institu'ed against him, so being such officer as aforesaid, for and on account of an act done by him as such officer as aforesaid, under color of his said office administering the revenue laws of the United States, and has in due form of law prayed of us that said suit be entered on the docket of our said court, and that the said cause be hereafter proceeded in all respects as if the said cause had been originally commenced in our said court, and we being willing that the same shall be done, and having ordered the said cause to be entered on the docket of our said court, where the said cause is now so docketed:

We, therefore, command you that you do forthwith certify to us in our said court a full record of all the proceedings had and of record in

your said court in, about, or concerning the said cause now remaining in your said court, that said cause may be proceeded in in our
6 said court as by the statutes of the said United States provided and required.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of November, A. D. 1871.

[SEAL.] (Signed) F. A. WOOLFLEY, *Clerk.*

Marshal's return.

Received Nov'r 22d, 1871, by the U. S. marshal. On the 27th of November, 1871, served a copy hereof, with petition accompanying it, on the sixth district court of the parish of Orleans in the following named, to wit, by handing them to William Woelper, the clerk of said court, in person, at his office in this city.

(Signed) S. W. REED,
D'y Marshal.

Transcript from State court, № 2792.—Filed Dec'r 13th, 1871.

State of Louisiana, sixth district court, for the parish of Orleans.

7 ABRAM B. SEELYE } No. 2792.
vs.
BENJAMIN F. FLANDERS. }

Petition.—Filed Nov'r 13th, 1871.

To the honorable William H. Cooley, judge of the sixth district court, for the parish of Orleans:

The petition of Abram B. Seelye, a resident of New Orleans, with respects, represents that Benjamin F. Flanders, who resides in this parish, is justly indebted to him in the full sum of six thousand two hundred and thirty-three $\frac{81}{100}$ dollars, for this, to wit:

That your petitioner, together with one Henry B. Atwood, since deceased, and one Henry Schneider, a resident of this city, composed the commercial firm of Seelye & Atwood, formerly domiciliated and doing business as cotton-pickers in this city.

That on or about the 14th day of March, 1866, a certain lot of cotton, say one hundred and seventy-eight bales, were delivered at the pickery of said Seelye and Atwood under the instructions of said Benja-
8 min F. Flanders, who was at that time acting supervisor and special agent of the Treasury Department of the United States, and that said firm received from said Flanders at the same time an order in writing, which will be produced on the trial, to pay the charges upon said cotton, amounting to the sum of five thousand nine hundred and seven $\frac{45}{100}$ dollars; that the said firm, in obedience to these instructions, received said cotton and paid the charges thereon as directed; that subsequently, say on or about the 18th of April, 1866, they received an order from O. H. Burbridge, supervisor and special agent of the Treasury Department of the United States, directing them to deliver said cotton to one R. K. Harrison, but to retain the charges & expenses on said cotton; that in obedience to said order said firm did deliver said cotton to the said Harrison, through his representatives, Scott & Cage, a commercial firm at that time doing business in New

Orleans, and from said Scott & Cage received the amount of
9 charges originally paid by them as aforesaid, and also their own charges incurred in storing said cotton under the orders of said Flanders above set forth, the whole amount thus collected being six thousand and sixty-three $\frac{61}{100}$ dollars; that said amount was paid by Scott & Cage for their constituent, R. K. Harrison, under protest, and the said Harrison subsequently sued the firm of Seelye and Atwood, composed, as he stated, of Abram B. Seelye and Henry B. Atwood, and recovered judgment against said Seelye & said Atwood in solido, in partial repetition of said payment above described, for the sum of four thousand six hundred and sixty-one $\frac{45}{100}$ dollars, with interest from June 16th, 1866, to July 13th, 1871, and costs, making in all the sum of five thousand eight hundred and ninety-one $\frac{44}{100}$ dollars, which sum was paid by your petitioner to the said Harrison, through his attorneys, Hayes & New, in satisfaction of said judgment. Petitioner alleges that he paid the aforesaid sum upon a judgment of the United States
10 circuit court rendered in suit No. 5191, on the docket of said court; that in addition to amount above set forth aspaid by petitioner he had also paid in costs of court arising out of the defense of Seelye & Atwood against the claim of R. K. Harrison, as before stated, the sum of ninety-two dollars; in fees to the law firm of Sullivan, Billings & Hughes, employed to defend that suit, the further sum of two hundred and fifty dollars; which sums added to the amount of final judgment make the sum of six thousand two hundred and thirty-three $\frac{61}{100}$ dollars. Now, petitioner alleges that all that he did in the premises above set forth, and all that was finally compelled to pay as above described, was the direct result of the written orders received by the said commercial firm of Seelye & Atwood from the said Benjamin F. Flanders, and claims that said Flanders is bound to reimburse him the entire amount so paid either in direct obedience to his orders or as the necessary result of that obedience.

11 Wherefore petitioner prays that the said Benjamin F. Flanders be cited to appear and answer this petition, and that after due proceedings had a judgment be rendered condemning said Flanders to pay to your petitioner the sum of six thousand two hundred and thirty-three $\frac{61}{100}$ dollars, with legal interest from judicial demand and petitioner prays for all general and equitable relief.

(Signed) H. N. OGDEN, &
J. D. HILL,
Att'ys for Petitioner.

Citation issued.

State of Louisiana, sixth district court, for the parish of Orleans.

ABRAM B. SEELYE
vs. } No. 2792.
BENJAMIN F. FLANDERS.

MR. BENJ. F. FLANDERS, *New Orleans, La.:*

You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same, in the office of the clerk of the sixth district
12 court, for the parish of Orleans, in ten days after the service hereof.

Witness the honorable Wm. H. Cooley, judge of the said court, the 13th day of November, in the year of our Lord 1871.

[SEAL.] (Signed) J. F. DICK,
Dy Clerk.

Sheriff's return.—Filed November 18th, 1871.

Received November 13th, '71, and on the 16th day, same month and year, served a true copy of the within citation and accompanying petition on B. F. Flanders, esq., defendant herein, in person.

Returned same day.

She'ff fees, $2.

(Signed) P. PFISTER,
Dy Sheriff.

Certificate.

State of Louisiana, sixth district court, for the parish of Orleans.

I, William Woelper, clerk of the sixth district court, for the parish of Orleans, do hereby certify that the above and foregoing six
13 pages do contain a true and complete transcript of all the documents filed and proceedings had in the cause wherein Abram B. Seelye is plaintiff and Benjamin F. Flanders is defendant, instituted in this court, and of record thereof under the number 2792.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, on this twenty-eighth day of November, in the year of our Lord one thousand eight hundred and seventy-one, and in the ninety-sixth year of the Independence of the United States of America.

[SEAL.] (Signed) WILLI'M WOELPER, *Clerk.*

Exception.—Filed January 17th, 1872.

United States circuit court.

ABRAM B. SEELYE
vs.
BENJAMIN F. FLANDERS. } No. 6560.

And now comes the defendant , J. R. Beckwith, his attorney, and for exception to said plaintiff's petition herein saith:

14 1st. That by said plaintiff's own showing he has no right of action, and is not entitled to recover judgment herein, for it appears that said right of action, if the same ever existed, only for and in behalf of all of the members of the copartnership in said petition set forth, or in the representation thereof, and not in said plaintiff alone.

2nd. That if all and singular the matters and allegations in said plaintiff's petition *and* true as therein set forth, the court is without jurisdiction to hear and determine the same by virtue of the act of Congress approved July 28th, 1868, entitled "An act regulating judicial proceedings in certain cases, for the protection of officers and agents of the government, and for the better defence of the Treasury against unlawful claims," and of the various acts of Congress relating to captured and abandoned property. It appears that the said defendant in and

about the matters complained of in said petition are about and
15 concerning acts done or omitted to be done by said defendant as an officer or agent of the United States, in the administration of acts of Congress relating to property captured or abandoned during the late rebellion, and regulating commercial intercourse between the loyal and insurrectionary States. Wherefore said defendant prays to be hence discharged with his costs in this behalf expended, and will ever pray.

(Signed) J. R. BECKWITH,
Att'y for Def't.

Order exception overruled.—Extract from the minutes, November term, 1871.

NEW ORLEANS, *Wednesday, April* 10, 1872.

Court met pursuant to adjournment.
Present, Hon. E. H. Durell, judge.

A. B. SEELYE
vs. } No. 6560.
BENJAMIN F. FLANDERS.

The exception in this cause was called.

J. N. Ogden & J. D. Hill for pl'ff; J. R. Beckwith, U. S. att'y, for def't.

When, after hearing the pleadings and counsel, ordered that the exception be overruled with costs.

16 *Exception & answer.—Filed April 27th,* '72.

U. S. cir't court.

ABRAM B. SEELYE
vs. } No. 6560.
BENJAMIN F. FLANDERS.

Now comes the defendant, and for peremptory exceptions says:

1. That the claim set up in plaintiff's petition is barred by the prescription of three years under the laws of Louisiana.

2. That the court is without jurisdiction to hear and determine the matters set forth in plaintiff's petition by reason of the provision of the act of Congress entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the United States," approved 12 March, 1863. (Vol. XII, p. 820–83.)

3. That the claim set forth in plaintiff's petition is barred by the prescription of two years, under the third section of the above-entitled act of Congress of 12th March, 1863. (Vol. XII, p. 280–83.)

17 4. That the cotton mentioned in plaintiff's petition, being private property, was taken possession of by this defendant in the month of March, 1866, in his official capacity as an officer and agent of the United States, to wit, as deputy general agent of the Treasury Department of the United States, in virtue of the provisions & under color of the act of Congress approved 12th March, 1863, entitled "An act to provide for the collection of abandoned property and for the prevention of frauds in insurrectionary districts within the

United States" (Vol. 12, p. 820), and that all the matters and things alleged and charged against defendant in plaintiff's petition were by him done, or omitted to be done, in his official capacity aforesaid in the administration of the said act of Congress of 12th March, 1863, and in virtue and under color thereof; and he pleads the said act of Congress as a special plea in bar of this suit.

Should the foregoing exceptions and plea be overruled, and not otherwise, then defendant, reserving all benefit and advantage thereof,
18 and insisting upon the same, for answer says: That at the time the said Seelye received from *de*spond*a*nt the said cotton and paid the charges thereon, as alleged in his petition, he well knew that the same had been taken by respondent in his official capacity aforesaid, as deputy general agent of the Treasury Department, acting under and in virtue of the said act of Congress of 12 March, 1863; and respondent avers that the charges thereon by him directed to be paid, as in said petition set forth, were a just and legal charge upon the said cotton under the provisions of the said act of Congress, & that the same having been paid by the said Seelye & his then partner, Atwood, was subsequently, upon the delivery of the said cotton to R. K. Harrison, the claimant thereof, by him refunded to the said Seelye & Atwood as an admitted claim; but afterwards, to wit, on the 16th of June, 1866, the said R. K. Harrison instituted suit in a court of the State of Louisiana, to wit, in the sixth district court of New Orleans, to recover back the amount so by him allowed & paid as charges upon
19 said cotton against the said Seelye & Atwood; and thereupon, to wit, on the 31st January, 1867, the said Seelye & Atwood filed a petition in said court praying that the said cause might be removed to this hon. court, on the ground that all the acts therein complained of were by them done under the authority & direction of the Government of the United States, or its duly authorized officers & agents, & during the late rebellion, and supported the said petition by the sworn testimony of the said A. B. Seelye & the plaintiff herein, to the effect that all the acts & things complained of by the said Harrison were done by them, the said Seelye & Atwood, under authority & instructions of this respondent as deputy general agent of the Treasury Department of the United States, and that by such direction and authority they had taken possession of said cotton, and kept the same as warehousemen of the United States Government, and had given the same up under the direction of its duly authorized officers during
20 the late rebellion, and that in receiving the same they were acting as employees of the Government of the United States; whereupon the cause was removed to this hon. court, and shortly thereafter the said Seelye and Atwood filed their answer, aver'ing therein that they received said cotton from this respondent, then acting as special agent of the Treasury Department, and paid by his orders the charges thereon, and that the same were lawful charges on said cotton, and were by the claimant, Harrison, acquiesced in and reimbursed to them. And further respondent says that afterwards, to wit, on the 28th February, 1868, a final judgment was rendered in favor of the said Harrison against the said Seelye & Atwood for $4,661.95, and from the said judgment the said Seelye & Atwood su*it* out a writ of error to the Supreme Court of the United States, which said writ they failed & neglected to prosecute, and the same was, for that reason, dismissed by the said court, under its 19th rule, on the 13th day of December, 1870, at the costs of the said Seelye & Atwood; and
21 afterwards, to wit, on the 15th July, 1871, the amount of said judg-

ment & costs was by them voluntarily paid. And, further answering, defendant says that the defence set up by the said Seelye & Atwood was, if founded in fact, a good & valid one, and their neglect to prosecute the same cannot be allowed to operate to the prejudice of this respondent. And, further answering, respondent says that, under the provisions of the aforesaid act of Congress of 12th July, 1863, this hon. court was without jurisdiction to hear and determine the matters and things at issue in the said suit of Harrison vs. Seelye & Atwood, and that by reason thereof the judgment therein is an absolute nullity, and cannot from the basis of a legal demand against this respondent.

And further he says that the said Seelye has lost all recourse against respondent, if any he ever had, by reason of his failure to plead to the jurisdiction of the said circuit court in the said suit instituted against him by the said Harrison, and because of his failure and
22 neglect to prosecute the writ of error sued out by him from the judgment therein rendered. And respondent specially denies that he is responsible to the said Seelye for the costs by him incurred in the said suit of Harrison, either in the said circuit or Supreme Court, or for the fees of his attorneys therein.

And for all such matters and things in plaintiff's petition contained as are not herein replied to, respondent for answer pleads the general issue, and prays to be hence dismissed with costs.

(Signed) J. R. BECKWITH,
U. S. Att'y,
Per J. W. GURLEY,
Ass't U. S. Att'y.

Hearing and continuance.—Extract from the minutes, November term, 1872.

NEW ORLEANS, *Wednesday, April* 23, '73.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, dist. judge.

SEELYE & ATWOOD
vs.
BENJAMIN F. FLANDERS. } No. 6560.

On motion of Ogden, att'y for plaintiffs, & on suggesting to
23 the court that one of the plaintiffs herein, whose presence at the trial of the case is necessary, is confined to his house by illness, it it ordered, defendant's counsel assenting thereto, that this cause be continued to the 30th instant, at 11 a. m., & that the jury empanelled to try the same be notified to be in attendance on that day.

Verdict for plaintiff.—Extract from the minutes, April term, 1873.

NEW ORLEANS, *Wednesday, April* 30, '73.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

This cause was resumed before the court and jury—H. N. Ogden & J. D. Hill for pl'ff; J. R. Beckwith for def't—when, after hearing the evidence & argument and receiving a charge from the court, P. Casa-

nave was appointed foreman of the jury, & they retired to consider on their verdict.

After due deliberation they returned into court and delivered
24 the following verdict, to wit:

Verdict for the plaintiff.

New Orleans, April 30, '73.

(Signed) P. CASANAVE, *Foreman.*

Whereupon it is ordered that the same be recorded.

Rule in arrest of judgment.—Entered & filed April 30, '73

U. S. circuit court, dist. of La.

ABRAM B. SEELYE
vs. } No. 6560.
B. F. FLANDERS, DEPUTY GEN'L AGENT.

And now comes the defendant herein, by J. R. Beckwith, U. S. att'y, and suggesting to the court that the verdict of the jury in this cause is uncertain, vague, and insufficient in law, and not in substance or in form in compliance with the requisites of the law in that respect, and further suggesting that the record in the cause is in all things insufficient in law to sustain or warrant any judgment in this
25 cause in favor of the said plaintiff and against the said defendant, it is ordered that the said plaintiff show cause on the 5th May next, at 11 a. m., why judgment in this cause should not be arrested.

Marshal's return.

Received May 1, '73, by the U. S. marshal, and on the same day, month, & year served a copy of the within rule on Ogden & Hill, named within, in the following manner: By handing the same to H. N. Ogden, esq., in person.

New Orleans, May 1st, 1873.

(Signed) J. B. STOCKTON,
D'y U. S. Marshal.

Submission of same.—Extract from the minutes, April term, 1873.

NEW ORLEANS, *Monday, May 5, '73.*

Court met pusuant to adjournment.

Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs. } No. 6560.
B. F. FLANDERS.

The motion in arrest of judgment was called—J. B. Beckwith
26 for mover; H. N. Ogden for plaintiff—when, after hearing the argument, the court took time to consider & allowed the parties one week to furnish authorities.

Rule for a new trial.—Entered & filed May 5th, '73.

United States circuit court, dist. of La.

ABRAM SEELYE
vs.
BENJ. F. FLANDERS. } No. 6560.

On motion of J. R. Beckwith, U. S. att'y, for defendant, and on suggesting to the court that the verdict of the jury in this cause is erroneous for the following reasons among others:

1st. That the same is contrary to the law and the evidence.

2d. That the evidence produced by the plaintiff does not show or establish the relation of Flanders to the plaintiff as warrantor.

27 3d. That the verdict was found in disregard of the law as given to the jury in the charge of the court—

It is therefore ordered that the plaintiff show cause on Saturday, 10th inst., at 11 a. m., why the verdict of the jury should not be set aside and a new trial granted.

Submission of rule.—Extract from the minutes, April term, 1873.

NEW ORLEANS, *Saturday, May 17th*, 1873.

Court met pursuant to adjournment. Present, E. H. Durell, district judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

The rule for a new trial & motion in arrest of judgment came up—H. N. Ogden, for plaintiff; J. R. Beckwith, for def't—when, after hearing argument, the court took time to advise.

Motion and remittitur.—Extract from the minutes, April term, 1873.

NEW ORLEANS, *Saturday, May 17, '73.*

28 Court met pursuant to adjournment. Present, E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

On motion of Ogden & Hill, att'ys for plaintiff, it is ordered that the sum of three hundred and forty-two dollars be deducted from the amount for which a verdict and judgment has been rendered in favor of plaintiff in this suit, said sum having been remitted by plaintiff.

Order, cause reinstated for further argument.—Extract from the minutes, November term, 1873.

NEW ORLEANS, *Tuesday, December 9th,* '73.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

Ordered that this cause, submitted at the last term of the court, be reinstated for further argument on a day to be assigned hereafter.

29 *Order for reargument of rule.—Extract from the minutes, November term,* 1873.

NEW ORLEANS, *Thursday, Jan'y 22d,* '74.

Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

On motion *for* counsel for plaintiff, ordered that the reargument on the rule for a new trial be set for hearing on the 29th inst., at 11 a. m., & that defendant be notified thereof.

Submission of rule.—Extract from the minutes, November term, 1874.

NEW ORLEANS, *Saturday, February 7th,* 1874.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

The reargument on rule for a new trial was called up—H. N. Ogden & J. D. Hill, for pl'ff; U. S. att'y for defendant—and after hearing counsel the court took time to advise.

30 *Order, new trial granted.—Extract from the minutes, November term,* 1873.

NEW ORLEANS, *Thursday, March* 19, 1874.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, dist. judge.

A. B. SEELYE
vs.
B. F. FLANDERS. } No. 6560.

For reasons orally assigned, it is ordered that the verdict & judgment in this cause be set aside & that a new trial be granted. It is

further ordered that said cause be assigned for trial before his honor the circuit judge on the 25th inst., at 11 a. m., & that plaintiff & defendant be notified thereof.

Exception.—Filed March 27th, 1874.

United States circuit court, district of Louisiana.

ABRAM B. SEELYE
vs.
BENJ. F. FLANDERS, SPECIAL DEP'TY AGENT. } No. 6560.

31 And now comes the said defendant, by J. R. Beckwith, U. S. att'y, herein appearing for and in behalf of the said defendant by virtue of the direction of the proper department of the Government of the United States, and also for and in behalf of the said defendant as his attorney in this behalf, and for *pre*emptory exception to said plaintiff's petition and action in this behalf saith that said plaintiff ought not to further move and maintain his said action in this behalf, for he saith that all and singular the allegations in said plaintiff's petition set forth and pleaded, if true in manner and form as therein pleaded and set forth, are insufficient in law to entitle said plaintiff to any recovery against said defendant, for the same do not disclose any cause of action in behalf of said plaintiff against said defendant.

Whereupon said defendant prays judgment against said plaintiff, with costs.

J. R. BECKWITH,
U. S. Att'y, for Defendant.

32 *Waiver of jury.—Filed January* 28, '79.

U. S. circuit court, district of Louisiana.

ABRAM B. SEELYE
vs.
BENJ. F. FLANDERS. } No. 6560.

Jury waived.
(Signed) A. H. LEONARD.
H. N. OGDEN,
Att'y for Pl'ff.

Plea of prescription.—Filed Jan'y 28, 1879.

U. S. circuit court.

A. B. SEELYE
vs.
BEN. F. FLANDERS. } No. 6560.

Defendant, as a peremptory exception to plaintiff's demand, pleads prescription of one year and all other prescriptions applicable. Wherefore he prays plaintiff's demand be rejected & to be hence dismissed.
(Signed) A. H. LEONARD, *Att'y.*

33 *Hearing and submission.—Extract from the minutes, November term*, 1878.

NEW ORLEANS, *Tuesday, January* 28, 1878.

Court met pursuant to adjournment. Present, Hon. E. C. Billings, dist. judge.

A. B. SEELYE *vs.* B. F. FLANDERS. } No. 6560.

This cause came on for trial by the court, the parties having filed a stipulation waiving the intervention of a jury herein—H. N. Ogden for plaintiff; A. H. Leonard, U. S. att'y, for defendant—and after hearing the pleadings, evidence, and argument the court took time to consider.

Findings & judgment.—Entered & filed February 3, 1879.

ABRAM B. SEELYE *vs.* BENJAMIN F. FLANDERS. } No. 6560.

This day comes the plaintiff, by his attorneys, and also came the defendant, represented by the United States attorney for the dis-
34 trict of Louisiana, and having entered into and filed a written stipulation whereby they agreed to waive the intervention of a jury in this case, submit this cause to the court upon the issues of fact as well as of law.

And the court, having heard the evidence and the arguments of counsel, overrules all the exceptions taken by defendant to the plaintiff's petition and finds the following facts:

1. That sometime prior to March 8, 1866, 178 bales of cotton were seized in possession of R. K. Harrison, near Shreveport, La., under color of the act approved March 12, 1863, entitled "An act to provide for the collection of claims due on property and for the prevention of frauds in insurrectionary districts within the United States," by one Curtis, who was an assistant special agent of the Treasury Department of the United States, which cotton was shipped from Shreveport March 8, 1866, on the st'r Richmond, consigned to O. H. Burbridge, supervising special agent Treasury Department, at New Orleans, who was then and there such officer, subject to charges and freight amounting to $5,907.15.

Interlineation approved. F. A. WOOLFLEY, Clerk.

35 2. That Seelye and Atwood, a commercial firm engaged in business of cotton-pressing at New Orleans, the Seelye of said firm being the plaintiff in this case, received said 178 bales cotton from the steamboat Richmond on 14th March, 1866, and gave a receipt therefor, on which is stated that they held said cotton subject to the order of Wm. Pitt Kellogg, collector of port of New Orleans.

3. That on same day Seelye & Atwood paid to the steamboat Richmond said amount of freight and charges, on following authority: "Seelye & Atwood's press will pay the within charges and hold the amount against the cotton. Signed B. F. Flanders, dep. gen'l agent."

4. That on March 14th, 1866, when said B. F. Flanders, who is the defendant in this action, gave said authority, he was deputy general agent of the Treasury Department of the United States.

5. And that on 18th April, 1866, Ben. F. Flanders, as said deputy

gen'l agent of *of* Treasury Department, issued an order to O.
36 H. Burbridge, supervising special agent Treasury, directing him to release to Richard K. Harrison this 178 bales cotton, and on his, Harrison's, giving bonds in the sum of $25,000.00, to save harmless the Gov't of the United States for seizure, detention, damage.

6. That on same day R. K. Harrison executed his bond for $25,000.00, in which he bound himself to save said Curtis and all other agents and officers of the Treasury Department, and also the Government of the United States, harmless on account of the seizure and detention of said cotton, and on account of any damages they might sustain by reason of said seizure.

7. That thereupon, on 19th day of April, 1866, O. H. Burbridge, supervising special agent of the Treasury Department, issued an order directed to Commercial Press, which was the press of Seelye & Atwood, directing the delivery of said 178 bales cotton to R. K. Harrison, *or* his paying all proper and legitimate charges, including the charges for transportation to Shreveport.

8. That on the 23d April, 1866, Seelye & Atwood delivered to
37 R. K. Harrison this cotton, & he paid them said amount of $5,907.45, claimed as charges on the cotton, and Seelye & Atwood gave Harrison a receipt therefor, in which following statement is made: "R. K. Harrison reserving all rights or claims not relinquished under order of the Treasury agent who released said cotton to him."

9. That subsequently, on 16th June, 1866, R. K. Harrison instituted suit in 6th district court of the parish of Orleans, State of Louisiana, to recover back amount so by him paid against Seelye & Atwood. On 31st January, 1867, Seelye & Atwood filed a petition praying that said cause be removed to this court on ground that all acts complained of were by them done under the authority & direction of the Gov't of U. S., or its duly authorized officers and agents, & during late rebellion; which petition was supported by oath of A. B. Seelye; whereupon cause was removed to this court. Shortly thereafter Seelye & Atwood filed their answer averring they received the cotton by order of B. F. Flanders, special agent of Treasury Department, and by his order paid the
38 charges on same, which were reimbursed to them by Harrison on delivery of cotton; that the same were lawful charges upon said cotton, acquiesced in and paid by the plaintiff Harrison on delivery of cotton; and further pleading a general denial.

10. That on Febr'y 28th, 1868, a final judgment was rendered in said suit in favor of Harrison against Seelye & Atwood for $4,661.95, from which Seelye & Atwood sued out a writ of error to the Supreme Court of the U. S., which, not being prosecuted, was by said court, on 13th Dec., 1870, dismissed, under its 19' rule, at cost of Seelye & Atwood.

11. That on the 13th July, 1871, the plaintiff, A. B. Seelye, a member of firm Seelye & Atwood, paid, but of his individual means, to the attorney of Harrison, $5,891.44, in full satisfaction of said judgment and costs, the firm of Seelye & Atwood having before that time been dissolved.

12. The court finds further that in defending said suit of Harrison against Seelye & Atwood, Seelye, one of the defendants therein, paid $92.00 costs and $250.00 counsel fees, said payment being made
39 by said Seelye out of his individual means.

And it is therefore considered by the court that the said plaintiff recover of the said defendant the sum of six thousand two hundred and ninety-three dollars and sixty-one cents, with interest at the rate

of five per cent. per annum per judicial demand, and his costs of suit to be taxed.

And the court does hereby certify that there was probable cause for the seizure of said cotton, and for all the actings and doings in the premises of said defendant, B. F. Flanders, as deputy general agent of the Treasury Department of the United States, and therefore directs that no execution shall issue in the judgment rendered in this case.

February 3d, 1879.

(Signed) W. B. WOODS, *Judge.*

Motion & order for writ of error.—Entered & filed Feb'y 8, '79.

U. S. circuit court for district of Louisiana.

ABRAM B. SEELYE
vs.
BENJ. F. FLANDERS, DEP. G'L AG'T TREAS'Y Dep't of the Uni'd States. } No. 6560.

40 On motion of A. H. Leonard, U. S. attorney, herein acting by direction of the Attorney-General of the United States, and on suggesting to the court that the defendant is aggrieved by the judgment herein rendered against him on the 7th February, 1879, & is informed that there is error therein to his prejudice, and is desirous that the same may be reversed by the Supreme Court of the United States, it is ordered that a writ of error be allowed him, returnable to the next October term of the Supreme Court of the United States, and that the same operate as a supersedeas and in conformity to law, without bond.

41 UNITED STATES OF AMERICA.

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 40 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had on the trial in the case of Abram B. Seelye vs. B. F. Flanders, No. 6560 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 27th day of August, A. D. 1879.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, W. B. Woods, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of New Orleans, in said district, this 27th day of August, A. D. 1879.

W. B. WOODS.

42 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment, of a plea which is in the said circuit court, before you, or one of you, between Abram B. Seelye, plaintiff, and Benjamin F. Flanders, defendant in said plea, a manifest error hath happened, to the great damage of the said Benjamin F. Flanders, defendant in said plea and plaintiff in error, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 15th day of February, in the year of our Lord one thousand eight hundred and seventy-nine.

[SEAL.] F. A. WOOLFLEY,
Clerk of the United States Circuit Court
for the District of Louisiana.

(Indorsed:) United States circuit court. No. 6560. Benjamin F. Flanders, pl'ff in error, versus Abram B. Seelye, def't in error. Writ of error. Filed February 15th, 1879. F. A. Woolfley, clerk.

43 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Abram B. Seelye, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Benjamin F. Flanders is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said Benjamin F. Flanders, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this day of February, in the year of our Lord one thousand eight hundred and seventy-nine.

W. B. WOODS, *Judge.*

44 (Indorsed:) United States circuit court. No. 6560. Benjamin F. Flanders, plaintiff in error, vs. Abram B. Seelye, defendant in error. Citation.

Marshal's return.

Received Feb. 18, 1879, by the U. S. marshal, and on the 19th day of February, 1879, I served a true copy of the within citation in error on Abram B. Seelye, defendant in error, by handing the same to him in person, in the city of New Orleans, district of Louisiana.

E. S. CURRY,
Deputy U. S. Marshal.

On this 24th day of Feb'y, 1879, personally appeared before me E. S. Curry, a deputy United States marshal for the district of Louisiana, and makes oath that he served a copy of the within citation in error on Abram B. Seeley, as stated in his official return hereon.

E. S. CURRY,
Deputy U. S. Marshal.

Sworn to & subscribed before me this 24th day of Feb'y, 1879.

F. B. VINOT,
U. S. Comm'r.

(Indorsement on cover:) No. 258. Benjamin F. Flanders, deputy general agent of the Treasury Department of the U. S., plaintiff in error, vs. A. B. Seelye. Louisiana C. C. U. S. Filed 22 September, 1879.

REC. 258—2

In the Supreme Court of the United States.

OCTOBER TERM, 1881.

FLANDERS *vs.* SEELYE. } No. 258.

BRIEF FOR THE PLAINTIFF IN ERROR.

This was an action to recover money paid under special circumstances, as follows:

Previously to the 8th of March, 1866, one Curtis, as agent of the Treasury Department, had, for probable cause (folio 39), seized 178 bales of cotton, then in the possession of one Harrison, near Shreveport, La., under color of the act of March 12, 1863 (12 Stat., 820), and thereupon had shipped it to New Orleans, to one Burbridge, also a Treasury agent, subject to freight and charges ($5,907.15). At New Orleans, on the 14th of March, Seelye & Atwood, cotton-packers, received the cotton, receipting for it as being subject to the order of the collector of the port; upon the same day they paid the freights and charges, under an order signed by Flanders as Treasury agent.

On the 18th of April, Flanders ordered Burbridge to

release the cotton to Harrison, upon his giving bond to save the United States harmless "for seizure, detention, damage." On the same day Harrison gave a bond to "save said Curtis and all other agents and officers of the Treasury Department, and also the Government of the United States, harmless on account of the seizure and detention of the cotton," &c.

Upon the 19th of April, Burbridge ordered Seelye & Atwood to deliver the cotton to Harrison upon his paying all proper charges, including transportation [*from*] Shreveport. Upon the 23d the cotton was so delivered, Harrison paying the charges, &c. ($5,907.45), but expressly "reserving all rights or claims not relinquished under order of the Treasury agent who released said cotton to him."

Afterwards, Harrison brought suit, and recovered from Seelye $4,661.95 of that money, with certain expenses, by a judgment of the circuit court of the United States.

It is for money so paid that the present suit has been brought.

Under the above statement (abridged from pages 13 and 14 of the Record) it is submitted that there was error in giving judgment against Flanders.

The well-known act of March 12, 1863 (12 Stat., 820), directed that certain abandoned or captured property (including cotton) in insurrectionary States should be *collected* by Treasury agents, *and appropriated* to public use, or *forwarded* to some loyal State *for sale*, the proceeds to be paid into the Treasury, &c. (and see act of July 2, 1864, 13 Stat., 376).

The cotton in this case was seized *in time of war*. (The Protector, 12 Wall., 700.)

Allowing Harrison to have been its owner, there is nothing to show that he could have regained the cotton except upon the very conditions which he accepted, *i. e.*, in substance, that he would receive it at New Orleans, and would defray all charges connected with its having been carried thither. Excepting the redelivery of the cotton (which so far as it is an exception must be taken in the exact terms of it), the record shows nothing to defeat the presumption, arising from the time and place of the seizure, that the cotton was properly captured, and might have been held. (Alexander's cotton, 2 Wall., 404.)

The judgment obtained by Harrison against Seelye was *res inter alios*, as against Flanders. Seelye therefore cannot recover here without showing that he could not have successfully resisted the suit by Harrison. His right to recover is at large.

Harrison's agreement to hold the United States harmless on account of the seizure required him to repay to the United States any money which they had already paid upon that account, as well as any that they might thereafter pay because of obligations then existing. His shortening proceedings by paying Seelye himself, without waiting for the United States to pay Seelye, and then demand repayment of himself, does not affect the question in its present form. In point of right Harrison thereby paid his own debt.

His accepting from Burbridge an order for the cotton upon paying all proper charges, including transportation, is to the same effect; and is a contemporaneous

interpretation of what was meant by saving the United States and their agents harmless.

Originally Seelye (suing with his partner, Atwood) might have recovered from the United States, or perhaps from Flanders, on account of the freight and charges paid by him under the order of Flanders: but he accepted such payment from Harrison, who therein acted substantially as an agent of the United States. That ended the original obligation; and I submit that no transaction betwixt Harrison and Seelye, whether voluntary or involuntary upon the part of the latter, could revive that (even if the form of the present suit, in Seelye's name alone, would admit of such a suggestion), or could impose any new duty thereabouts upon either the United States or Flanders.

S. F. PHILLIPS,
Solicitor-General.

Supreme Court of the United States.

No. 258.

BENJAMIN F. FLANDERS,

DEPUTY GENERAL AGENT OF THE TREASURY DEPARTMENT OF THE UNITED STATES, PLAINTIFF IN ERROR.

VS.

A. B. SEELYE.

Hopkins' Printing Office, 22 Commercial Place, New Orleans.

Supreme Court of the United States.

No. 258

BENJAMIN F. FLANDERS,

DEPUTY GENERAL AGENT OF THE TREASURY DEPARTMENT OF THE UNITED STATES, PLAINTIFF IN ERROR.

vs.

A. B. SEELYE.

In this case the court below found the following facts:

"And the court, having heard the evidence and the arguments of counsel, overrules all the exceptions taken by defendant to the plaintiff's petition and finds the following facts:

1. That sometime prior to March 8, 1866, 178 bales of cotton were seized in possession of R K. Harrison, near Shreveport, La., under color of the act approved March 12, 1863, entitled 'An act to provide for the collection of claims due on property and for the prevention of frauds in insurrectionary districts within the United States,' by one Curtis, who was an assistant special agent of the Treasury Department of the United States, which cotton was shipped from Shreveport, March 8, 1866, on the st'r Richmond, consigned

to O. H. Burbridge, supervising special agent Treasury Department, at New Orleans, who was then and there such officer, subject to charges and freight amounting to $5,907.15.

2. That Seelye and Atwood, a commercial firm engaged in business of cotton-pressing at New Orleans, the Seelye of said firm being the plaintiff in this case, received said 178 bales cotton from the steamboat Richmond on 14th March, 1866, and gave a receipt therefor, on which is stated that they held said cotton subject to the order of Wm. Pitt Kellogg, collector of port of New Orleans.

3. That on same day Seelye & Atwood paid to the steamboat Richmond said amount of freight and charges, on following authority: 'Seelye & Atwood's press will pay the within charges and hold the amount against the cotton. Signed B. F. Flanders, deputy general agent.'

4. That on March 14th, 1866, when said B. F. Flanders, who is the defendant in this action, gave said authority, he was deputy general agent of the Treasury Department of the United States.

5. And that on 18th April, 1866, Ben. F. Flanders, as said deputy general agent of Treasury Department, issued an order to O. H. Burbridge supervising special agent Treasury, directing him to release to Richard K. Harrison this 178 bales cotton, and on his, Harri-

son's, giving bonds in the sum of $25,000.00, to save harmless the Government of the United States for seizure, detention, damage.

6. That on same day R. K. Harrison executed his bond for $25,000.00, in which he bound himself to save said Curtis and all other agents and officers of the Treasury Department, and also the Government of the United States, harmless on account of the seizure and detention of said cotton, and on account of any damages they might sustain by reason of said seizure.

7 That thereupon, on 19th day of April, 1866, O. H. Burbridge, supervising special agent of the Treasury Department, issued an order directed to Commercial Press, which was the press of Seelye & Atwood, directing the delivery of said 178 bales cotton to R. K. Harrison, on his paying all proper and legitimate charges, including the charges for transportation to Shreveport.

8. That on the 23d April, 1866, Seelye & Atwood delivered to R. K. Harrison this cotton, and he paid them said amount of $5,907.45, claimed as charges on the cotton, and Seelye & Atwood gave Harrison a receipt therefor, in which following statement is made: 'R. K. Harrison reserving all rights or claims not relinquished under order of the Treasury agent who released said cotton to him.'

9. That subsequently, on 16th June, 1866, R. K. Harrison instituted suit in 6th district court of the par-

ish of Orleans, State of Louisiana, to recover back amount so by him paid against Seelye & Atwood. On 31st January, 1867, Seelye & Atwood filed a petition praying that said cause be removed to this court on ground that all acts complained of were by them done under the authority and direction of the Government of United States, or its duly authorized officers and agents, and during late rebellion; which petition was supported by oath of A. B. Seelye; whereupon cause was removed to this court. Shortly thereafter Seelye & Atwood filed their answer averring they received the cotton by order of B. F. Flanders, special agent of Treasury Department, and by his order paid the charges on same, which were reimbursed to them by Harrison on delivery of cotton; that the same were lawful charges upon said cotton, acquiesced in and paid by the plaintiff, Harrison, on delivery of cotton; and further pleading a general denial.

10. That on February 28th, 1868, a final judgment was rendered in said suit in favor of Harrison against Seelye & Atwood for $4,661.95, from which Seelye & Atwood sued out a writ of error to the Supreme Court of the United States, which, not being prosecuted, was by said court, on 13th December, 1870, dismissed, under its 19th rule, at cost of Seelye & Atwood.

11. That on the 13th July, 1871, the plaintiff, A. B. Seelye, a member of firm Seelye & Atwood, paid,

of his individual means, to the attorney of Harrison, $5,891.44, in full satisfaction of said judgment and costs, the firm of Seelye & Atwood having before that time been dissolved.

12. The court finds further that in defending said suit of Harrison against Seelye & Atwood, Seelye, one of the defendants therein, paid $92.00 costs and $250 counsel fees, said payment being made by said Seelye out of his individual means."

This statement is so full that it dispenses us from the duty of presenting anything further in that line. It places this Court in full possession of the case and by the clearness and fullness of the presentation leaves no room for argument as the conclusions of the Court irresistably flow out of the statement itself. The attempt to escape liability upon the plea of prescription must necessarily fail upon the facts found by the Court. It was only on the 13th of July, 1871, that Seeyle paid the amount sought to be recovered (with interest) in this suit and the petition for that recovery was filed on November 13 of the same year, precisely four months later. Besides, there is no prescription applicable to this cause of action under the laws of Louisiana, except that of ten years, which bars all personal actions.

The Court will no doubt be amazed at the delay which has occurred in doing justice to an unfortunate man, who paid charges under a plain order from an officer of the Government, and who has been kept out

of his rights for more than ten years. The record will explain the difficulty—the law's delays.

The Court *a qua* gave plaintiff judgment for the full amount claimed and costs of suit, but directed that execution should not issue as there was probable cause for the seizure of the cotton, and for all the actings and doings in the premises of the said defendant, B. F. Flanders, as Deputy General Agent of the Treasury Department of the United States. Which under Section 989 of the Revised Statutes of the United States makes such judgments payable "out of the proper appropriation from the Treasury."

We respectfully pray that said judgment be affirmed.

H. N. OGDEN,

Attorney for Defendant in Error.

SUPREME COURT OF THE UNITED STATES.

No. 185.

RALLS COUNTY, PLAINTIFF IN ERROR,

vs.

JOSEPH M. DOUGLASS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

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1 The United States of America to Joseph M. Douglass, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, D. C., on the second Monday of October next, pursuant to a writ of error, filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein Ralls County is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel Treat, judge of the circuit court of the United States for the eastern district of Missouri, this 13th day of November, in the year of our Lord one thousand eight hundred and seventy-eight.

SAMUEL TREAT,
Judge United States Circuit Court Eastern District of Missouri.

2 Service of within accepted this 13th day of Nov., 1878.

OVERALL & JUDSON,
Att'ys, Defendant in Error.

Service of within citation waived.

OVERALL & JUDSON,
Att'ys, Defendant in Error.

(Indorsed:) No. 1279. United States circuit court, district of Missouri. Jos. M. Douglass vs. Ralls County. Citation. Filed Nov. 13, 1878. M. M. Price, clerk.

3 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judge of the circuit court of the United States for the eastern district of Missouri, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, at the September term, 1878, thereof, between Joseph M. Douglass, plaintiff, and Ralls County, defendant, a manifest error hath happened, to the great damage of the said defendant, as by its complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the partie saforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, D. C., on the second Monday of October next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 13th day of November, in the year of our Lord one thousand eight hundred and seventy-eight.

Issued at office in the city of St. Louis, with the seal of the circuit

court of the United States for the eastern district of Missouri, dated as aforesaid.

[SEAL.] M. M. PRICE,
Clerk Circuit Court United States,
Eastern District of Missouri.
By T. L. CRAWFORD, *Deputy.*

Allowed by—

SAMUEL TREAT, *Judge.*

4 *Return to writ.*

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

In obedience to the command of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified transcript of the *the* record and proceedings in the within-entitled case, with all things concerning the same.

In witness whereof I hereto subscribe my name, and affix the seal of said circuit court, at office in the city of St. Louis, this 25th day of February, A. D. 1879.

[SEAL.] M. M. PRICE,
Clerk of said Court.
By T. L. CRAWFORD, *D. C.*

(Indorsed:) No. 1279. United States circuit court, eastern district of Missouri. vs. . Writ of error. To the court of the of Missouri. Returned and filed. day of , 187 . , clerk.

5 *Petition.*

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

Be it remembered that heretofore, to wit, on the 16th day of July, 1878, there was filed a petition in the office of the clerk of the circuit court of the United States for the eastern district of Missouri, which is in the words and figures following:

In the circuit court of the United States for the eastern district of Missouri, September term, A. D. 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
against
RALLS COUNTY, DEFENDANT.

Plaintiff states that he is a citizen and resident of the State of Nevada, and that the defendant is a municipal corporation, duly organized under the laws of the State of Missouri, being one of the counties of the State of Missouri, and composed of citizens of the State of Missouri, and within the eastern district thereof.

And plaintiff states that on the 16th day of February, A. D. 1870, Ralls County, the defendant herein, by each of its certain writings obligatory, called bonds, numbered as follows: 7, 19, 21, 24, 25, 26, 40, 55, 57, 81, 94, 95, 151, 153, 157, 161, 162, 164, 174, 180, 183, 205, 216, 217, 218, 219, 247, 248, 249, 250, 251, 252, 256, 257, 265, 266, 267, 268, 269, 270, 271, 284, 285, 286, 287, 288, 290, 304, 312, 322, 323, 324, 325, 328, 331, 345,

346, 347, 348, 349, 350, 351, 352, 353, 354, 356, 369, 380, 383, 384, signed by N. S. Dimmitt, the then presiding justice of the county court of said Ralls County, and attested by Geo. E. Mayhall, the then clerk of the county court of said Ralls County, and sealed with the seal of said court, and duly countersigned by the agent of said county, promised to pay to the St. Louis & Keokuk Railroad Company, or bearer, of each of said bonds, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., ten years from the 10th day of
6 February, A. D. 1870, with interest at the rate of ten per cent. per annum, payable annually in installments of fifty dollars each, on the 10th day of February in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bonds.

And plaintiff states that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16th, 1857, and in pursuance of an order of the county court of said county, in payment of a subscription made by said county court to the capital stock of said St. Louis & Keokuk Railroad Company, a corporation created by the aforesaid act of the general assembly of the State of Missouri, and a part of the route of which said railroad, at the date of said subscription, lay, and still lies, through said county, to aid in the construction of said company's railroad through said county, all of which is set forth in said bond, and the further statement therein made, that "For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged." And plaintiff states that a copy of one of said bonds, to wit, bond numbered 7, is hereto attached, marked Exhibit A, and made part of this petition, the said Exhibit A being a copy, save as to numbers and name of agent of said county, by whom countersigned, of each and every one of said bonds, the said bonds numbered from 1 to 206 inclusive, being countersigned by N. S. Dimmitt, as agent of said county, and all others of said bonds numbered from 207 to 400 inclusive, being countersigned by Richard Dalton, as agent of said county.

And plaintiff states that said county received the stock of said Rail-
road Company in an amount equal to the bonds issued by it and
7 paid the installments of interest of all of said bonds as they fell due from February 10th, 1871, to February 10th, 1876.

And plaintiff states that the coupons hereinafter named were attached to and made part of the bonds above enumerated, and are for installments of interest due on said bonds from which they were severally detached, and said coupons are hereinafter described and set forth.

8 Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 7, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 7; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

2. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 7, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 7; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

3. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 19, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 19; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

4. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 19, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 19; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

5. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 21, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 21; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

6. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 21, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 21; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

7. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 24, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 24; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

8. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 24, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 24; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

9. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 25, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 25; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

9 10. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 25, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 25; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

11. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 26, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 26; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

12. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 26, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 26; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

13. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 40, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 40; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

14. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 40, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 40; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

15. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 55, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 55; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

16. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 55, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 55; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

17. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 57, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 57; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

18. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 57, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 57; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

10 19. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 81, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 81; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

20. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 81, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 81; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

21. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 94, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 94; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

22. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 94, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 94; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

23. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 95, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 95; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of

said coupon and asks judgment for the amount thereof, interest thereon, and costs.

24. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 95, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 95; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

25. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 151, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 151; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

26. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 151, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 151; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

27. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 153, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 153; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

11 28. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 153, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 153; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

29. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 157, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 157; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

30. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 157, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 157; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer

said coupon and asks judgment for the amount thereof, interest thereon, and costs.

31. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 161, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 161; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

32. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 161, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 161; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

33. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 162, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 162; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

34. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 162, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 162; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

35. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 164, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 164; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

36. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 164, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 164; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

12 37. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 174, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 174; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused: that plaintiff is the

bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

38. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 174, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 174; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

39. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 180, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 180; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

40. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 180, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 180; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

41. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 183, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 183; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

42. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 205, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 205; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

43. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 205, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 205; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

44. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 216, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 216; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

45. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 216, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 216; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

13 46. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 217, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 217; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

47. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 217, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 217; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

48. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 218, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 218; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

49. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 218, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 218; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

50. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 219, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 219; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks jundment for the amount thereof, interest thereon, and costs.

51. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 219, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 219; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

52. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 247, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 247; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

53. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 247, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 247; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

54. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 248, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 248; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

14 55. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 248, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 248; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

56. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 249, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 249; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

57. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 249, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 249; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

58. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 250, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 250; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

59. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 250, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 250; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

60. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 251, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 251; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

61. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 251, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 251; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

62. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 252, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 252; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

63. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 252, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 252; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

15 64. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 256, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 256; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

65. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 256, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 256; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon and costs.

66. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 257, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 257; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

67. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 257, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 257; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

68. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 265, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 265; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

69. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 265, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 265; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

70. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 266, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 266; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

71. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 266, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 266; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

72. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 267, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 267; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

16 73. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 267, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 267; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

74. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 268, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 268; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

75. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 268, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 268; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

76. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 269, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 269; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

77. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 269, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 269; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

78. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 270, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 270; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

79. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 270, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 270; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

80. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 271, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 271; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

81. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 271, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 271; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

17 82. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 284, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 284; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

83. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 284, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 284; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

84. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 285, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 285; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

85. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 285, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 285; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

86. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 286, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 286; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said

coupon and asks judgment for the amount thereof, interest thereon, and costs.

87. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 286, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 286; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

88. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 287, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 287; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

89. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 287, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 287; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

90. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 288, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 288; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

18 91. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 288, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 288; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

92. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 299, defendant promised to pay the bearer thereof the sum of fifty dollars at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 290; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

93. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 290, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 290; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the

bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

94. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 304, defendant promised to pay the bearer thereof the sum of fifty dollars at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 304; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

95. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 304, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 304; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

96. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 312, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 312; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

97. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 312, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 312; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

98. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 322, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 322; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

99. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 322, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 322; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

19 100. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 323, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 323; that said coupon, at the maturity thereof, was duly pre-

sented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

101. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 323, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 323; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

102. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 324, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 324; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

103. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 324, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 324; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

104. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 325, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 325; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

105. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 325, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 325; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

106. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 328, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 328; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

107. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 328, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 328; that said coupon, at the maturity thereof, was duly pre-

sented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

108. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 331, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 331; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

109. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 331, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of Februaay, 1878, for one year's interest on said bond numbered 331; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

110. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 345, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 345; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

111. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 345, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 345; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

112. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 346, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 346; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

113. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 346, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 346; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

114. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 347, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 347; that said coupon, at the maturity thereof, was duly presented

for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

115. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 347, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 347; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

116. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 348, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 348; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

117. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 348, defendant promised to pay the bearer thereof the sum of dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 348; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

21 118. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 349, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 349; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

119. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 349, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 349; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

120. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 350, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 350; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

121. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 350, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 350; that said coupon, at the maturity thereof, was duly presented

for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

122. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 351, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 351; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

123. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 351, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 351; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

124. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 352, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 352; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

125. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 352, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 352; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

126. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 353, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 353; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

22 127. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 353, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 353; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

128. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 354, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 354; that said coupon, at the maturity thereof, was duly pre-

sented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

129. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 354, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 354; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

130. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 356, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 356; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

131. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 356, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 356; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

132. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 369, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 369; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

133. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 369, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 369; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

134. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 380, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 380; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

135. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 380, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 380; that said coupon, at the maturity thereof, was duly presented for

payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

23 136. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 383, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 383; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

137. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 383, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 383; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

138. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 384, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1877, for one year's interest on said bond numbered 384; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

139. Plaintiff further says that by interest coupon No. 8, herewith filed, detached from said bond numbered 384, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the tenth day of February, 1878, for one year's interest on said bond numbered 384; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

24 And plaintiff states that on the 13th day of June, A. D. 1871, Ralls County, the defendant herein, by each of its certain writings obligatory called bonds, numbered 469, 488, 449, 478, 490, 491, 493, 432, 418, 470, 486, 424, 421, 417, 412, 411, 410, 489, 408, 485, 480, 407, 437, 433, 434, 441, 451, 452, 454, 459, 457, 423, 431, 444, 430, 467, 462, 466, 448, 477, 492, 475, 442, 440, 438, 420, 413, signed by W. E. Harris, the then presiding justice of the county court of said Ralls County, and attested by Geo. E. Mayhall, the then clerk of the county court of said Ralls County, and sealed with the seal of said court, and countersigned by Richard Dalton, the then agent of said Ralls County, promised to pay to the St. Louis & Keokuk Railroad Company or bearer of each of said bonds the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., ten years from the 13th day of June, A. D. 1871, with interest at the rate of ten per cent. per annum, payable annually, in installments of fifty dollars each, on the 13th day of June in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bonds. And plaintiff states that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16th, 1857, and in pursuance of an order of

the county court of said county, in payment of a subscription made by said county court to the capital stock of said St. Louis & Keokuk Railroad Company, a corporation existing under the laws of the State of Missouri, and a part of the route of which said railroad, at the date of said subscription, lay and still lies through said county, to aid in the construction of said company's railroad through said county, all
25 of which is set forth in said bonds, and the further statement therein made that "for the payment of this bond the faith and credit of said Ralls County is irrevocably pledged;" a copy of one of which said bonds, to wit, bond numbered 469, is hereto attached, marked Exhibit B, and made part of this petition, the said Exhibit B being a copy, save as to numbers, of each and every one of said bonds.

And plaintiff states that said county received the stock of said railroad company in an amount equal to the bonds issued by it, and paid the installments of interest of all of said bonds, as they fell due, from June 13th, 1872, to June 13th, 1876. And plaintiff states that the coupons hereinafter named were attached to and made part of the bonds last above enumerated, and are for installments of interest due on said bonds from which they were severally detached, and said coupons are hereinafter described and set forth.

26 140. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 438, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 438; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

141. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 438, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 438; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

142. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 438, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 438; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

143. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 420, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 420; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

144. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 420, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond num-

bered 420; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

145. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 420, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 420; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

146. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 466, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 466; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

147. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 466, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 466; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

148. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 466, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 466; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

27 149. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 440, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 440; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

150. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 440, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 440; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

151. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 440, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond num-

bered 440; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

152. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 442, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 442; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

153. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 442, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 442; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

154. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 442, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 442; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

155. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 477, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 477; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

156. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 477, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 477; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

157. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 477, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 477; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

28 158. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 475, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on

said bond numbered 475; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

159. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 475, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 475; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

160. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 475, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 475; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

161. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 413, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 413; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

162. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 413, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 413; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

163. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 413, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 413; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

164. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 462, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 462; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

165. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 462, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond num-

bered 462; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

166. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 462, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 462; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

29 167. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 467, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 467; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

168. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 467, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 467; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

169. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 467, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 467; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

170. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 469, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 469; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

171. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 469, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 469; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

172. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 488, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond num-

bered 488; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

173. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 488, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 488; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

174. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 449, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 449; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

175. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 449, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 449; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

30 176. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 478, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 478; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

177. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 478, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 478; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

178. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 490, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 490; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

179. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 490, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered

490; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

180. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 491, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 491; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

181. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 491, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 491; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

182. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 493, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 493; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

183. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 493, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 493; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

184. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 432, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 432; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

31 185. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 432, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 432; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

186. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 418, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 418;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

187. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 418, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 418; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

188. Plaintiff further say that by interest coupon No. 6, herewith filed, detached from said bond numbered 470, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 470; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

189. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 470, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 470; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

190. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 486, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 486; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

191. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 486, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 486; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

192. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 428, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 428; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

193. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 428, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 428;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

32 194. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 421, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank on the thirteenth day of June, 1877, for one year's interest on said bond numbered 421; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon, and asks judgment for the amount thereof, interest thereon, and costs.

195. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 421, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 421; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

196. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 417, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 417; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

197. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 417, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 417; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

198. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 412, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 412; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

199. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 412, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 412; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

200. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 411, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond num-

bered 411; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

201. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 411, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 411; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

202. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 410, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 410; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

33 203. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 410, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 410; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

204. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 489, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 489; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

205. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 489, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 489; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

206. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 408, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 408; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

207. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 408, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the

thirteenth day of June, 1878, for one year's interest on said bond numbered 408; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

208. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 485, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 485; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

209. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 485, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 485; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

210. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 480, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank on the thirteenth day of June, 1877, for one year's interest on said bond numbered 480; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

211. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 480, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 480; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

34 212. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 407, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 407; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

213. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 407, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 407; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

214. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 437, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the

thirteenth day of June, 1877, for one year's interest on said bond numbered 437; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

215. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 437, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 437; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

216. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 433, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 433; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

217. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 433, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 433; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

218. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 434, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 434; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

219. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 434, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 434; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

220. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 441, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 441; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

35 221. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 441, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank,

on the thirteenth day of June, 1878, for one year's interest on said bond numbered 441; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

222. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 451, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 451; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

223. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 451, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 451; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

224. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 452, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 452; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

225. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 452, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 452; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

226. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 454, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 454; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

227. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 454, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 454; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

228. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 459, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the

thirteenth day of June, 1877, for one year's interest on said bond numbered 459; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

229. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 459, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 459; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

36 230. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 457, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 457; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

231. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 457, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 457; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

232. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 423, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 423; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

233. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 423, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 423; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

234. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 431, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 431; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

235. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 431, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth

day of June, 1878, for one year's interest on said bond numbered 431; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

236. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 444, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 444; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

237. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 444, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 444; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

238. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 430, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 430; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

37 239. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 430, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 430; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

240. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 448, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 448; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

241. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 448, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 448; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

242. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 492, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth

day of June, 1877, for one year's interest on said bond numbered 492; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

243. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 492, defendant promised to pay the bearer thereof the sum of fifty dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 492; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

38 And plaintiff states that on the 13th day of June, A. D. 1871, Ralls County, the defendant herein, by each of its certain writings obligatory called bonds, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 17, 18, 19, 20, 21, 31, 32, 34, 35, 36, 37, 38, 40, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 92, 93, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 210, 211, 212, 213, 214, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, signed by W. E. Harris, the then presiding justice of the county court of said Ralls County, and attested by Geo. E. Mayhall, the then clerk of the county court of said Ralls County, and sealed with the seal of said court, and countersigned by Richard Dalton, the then agent of said Ralls County, promised to pay to the St. Louis & Keokuk Railroad Company, or bearer of each of said bonds, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., ten years from the 13th day of June, 1871, with interest at the rate of ten per cent. per annum, payable annually, in installments of fifty dollars each, on the 13th day of June in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bonds.

And plaintiff states that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16th, 1857, and in pursuance of an order of the county court of said county, in payment of a subscription made by said county court to the capital stock of said St.

39 Louis & Keokuk Railroad Company, a corporation existing under the laws of the State of Missouri, and a part of the route of which said railroad, at the date of said subscription, lay and still lies through said county, to aid in the construction of said company's railroad through said county, all of which is set forth in said bond, and the further statement therein made that "for the payment of this bond the faith and credit of said Ralls County is irrevocably pledged;" a copy of one of which said bonds, to wit, bond numbered 1, is hereto attached, marked Exhibit C, and made part of this petition, the said Exhibit C being a copy, save as to numbers, of each and every one of said bonds.

And plaintiff states that said county received the stock of said rail-

road company in an amount equal to the bonds issued by it, and paid the installments of interest of all of said bonds as they fell due, from June 13th, 1872, to June 13th, 1876.

And plaintiff states that the coupons hereinafter named were attached to and made part of the bonds last above enumerated, and are for installments of interest due on said bonds from which they were severally detached, and said coupons are hereinafter described and set forth.

40 244. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 17, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 17; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon, and asks judgment for the amount thereof, interest thereon, and costs.

245. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 17, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 17; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

246. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 17, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 17; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

247. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 18, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 18; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

248. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 18, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 18; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

249. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 18, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 18; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

250. Plaintiff further says that by interest coupon No. 5, herewith

filed, detached from said bond numbered 19, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 19; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

251. Plaintiff further says that by interest coupons No. 6, herewith filed, detached from said bond numbered 19, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 19; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

252. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 19, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 19; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

41 253. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 20, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 20; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

254. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 20, defendant promised to pay the bearer the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 20; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

255. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 20, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 20; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

256. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 21, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 21; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

257. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 21, defendant promised to pay

the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 21; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

258. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 21, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 21; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

259. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 53, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 53; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

260. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 53, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 53; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

261. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 53, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 53; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

42 262. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 54, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 54; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

263. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 54, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 54; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

264. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 54, defendant promised to pay the

bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 54; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon and costs.

265. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 57, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 57; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

266. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 57, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 57; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

267. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 57, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 57; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

268. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 68, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 68; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

269. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 68, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 68; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

270. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 68, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 68; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

43 271. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 69, defendant prom-

ised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 69; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

272. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 69, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 69; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

273. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 69, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 69; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

274. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 70, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 70; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

275. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 70, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 70; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

276. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 70, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 70; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

277. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 169, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 169; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

278. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 169, defendant promised to pay the

bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 169; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

279. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 169, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 169; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

44 280. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 170, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the 13th day of June, 1876, for one year's interest on said bond numbered 170; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

281. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 170, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 170; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

282. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 170, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 170; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

283. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 171, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 171; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

284. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 171, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 171; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

285. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 171, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 171; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

286. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 175, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 175; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

287. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 175, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 175; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

288. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 175, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 175; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

45 289. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 198, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 198; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

290. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 198, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 198; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

291. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 198, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 198; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

292. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 217, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 217; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

293. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 217, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 217; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

294. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 217, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 217; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

295. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 218, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 218; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

296. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 218, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 218; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

297. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 218, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 218; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

46 298. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 219, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 219; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

299. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 219, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 219; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

300. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 219, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 219; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

301. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 220, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 220; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

302. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 220, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 220; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

303. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 220, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 220; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

304. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 221, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 221; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

305. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 221, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 221; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

306. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 221, defendant promised to pay

the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 221; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

47 307. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 222, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 222; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

308. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 222, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 222; that said coupon, at the maturity, thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

309. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 222, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 222; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

310. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 223, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 223; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

311. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 223, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 223; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

312. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 223, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 223; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

313. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 224, defendant promised to pay

the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 224; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

314. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 224, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 224; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

315. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 224, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 224; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

48 316. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 225, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 225; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

317. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 225, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 225; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

318. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 225, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 225; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

319. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 226, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 226; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

320. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 226, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth

day of June, 1877, for one year's interest on said bond numbered 226; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

321. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 226, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 226; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

322. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 227, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 227; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

323. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 227, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 227; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

324. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 227, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 227; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

49 325. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 228, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June 1876, for one year's interest on said bond numbered 228; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

326. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 228, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 228; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

327. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 228, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth

day of June, 1878, for one year's interest on said bond numbered 228; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

328. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 229, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 229; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

329. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 229, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 229; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

330. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 229, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 229; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

331. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 230, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 230; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

332. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 230, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 230; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

333. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 230, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 230; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

50 334. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 231, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond

numbered 231; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

335. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 231, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 231; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

336. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 231, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 231; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

337. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 232, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 232; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

338. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 232, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 232; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

339. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 232, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 232; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

340. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 233, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 233; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

341. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 233, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 233;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

342. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 233, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 233; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

51 343. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 34, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 34; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

344. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 34, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 34; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

345. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 34, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 34; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

346. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 172, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 172; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

347. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 172, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 172; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

348. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 172, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 172;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

349. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 234, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 234; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

350. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 234, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 234; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

351. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 234, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank on the thirteenth day of June, 1878, for one year's interest on said bond numbered 234; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

52 352. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 235, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 235; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

353. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 235, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 235; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

354. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 235, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 235; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

355. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 240, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered

240; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

356. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 240, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 240; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

357. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 240, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 240; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, ane costs.

358. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 241, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 241; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

359. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 241, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 241; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

360. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 241, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 241; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

53 361. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 242, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 242; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

362. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 242, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered

242; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

363. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 243, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 242; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

364. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 243, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 243; that said couopn, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

365. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 243, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 243; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

366. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 243, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 243; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

367. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 244, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 244; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

368. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 244, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 244; that said coupon at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

369. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 244, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered

244; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

54 370. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 245, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 245; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that the plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

371. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 245, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 245; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

372. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 245, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 245; the said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

373. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 246, defendant promised to pay the bearer thereof the sum of ten dollars at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 246; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

374. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 246, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 246; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

375. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 246, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 246; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

376. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 247, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered

247; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

377. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 247, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 247; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

378. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 247, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 247; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

55 379. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 248, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 248; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

380. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 248, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 248; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

381. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 248, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 248; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

382. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 249, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 249; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

383. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 249, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered

249; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

384. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 249, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 249; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

385. Plaintiff further says that by interest coupon No. 5, herewith filed, detached from said bond numbered 250, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 250; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

386. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 250, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 250; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

387. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 250, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 250; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

56 388. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 1, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 1; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

389. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 1, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 1; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

390. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 2, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered

2; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

391. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 2, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 2; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

392. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 3, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 3; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

393. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 3, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 3; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

394. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 4, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 4; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

395. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 4, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 4; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

396. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 5, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 5; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

57 397. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 5, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond

numbered 5; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

398. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 6, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 6; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

399. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 6, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 6; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

400. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 7, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1876, for one year's interest on said bond numbered 7; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

401. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 7, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 7; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

402. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 8, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 8; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

403. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 8, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 8; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

404. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 9, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered

9; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

405. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 9, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 9; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

58 406. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 10, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 10; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

407. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 10, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 10; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

408. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 11, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 11; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

409. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 11, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 11; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

410. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 13, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 13; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

411. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 13, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 13;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

412. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 31, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 31; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

413. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 31, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 31; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

414. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 32, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 32; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

59 415. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 32, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 32; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

416. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 36, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 36; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

417. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 36, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 36; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

418. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 37, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 37;

that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

419. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 37, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 37; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

420. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 38, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 38; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

421. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 38, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 38; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

422. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 40, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 40; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

423. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 40, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 40; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

60 424. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 42, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 42; that said coupon, at maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

425. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 42, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the

thirteenth day of June, 1878, for one year's interest on said bond numbered 42; that said coupon, at maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

426. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 44, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 44; that said coupon, at maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

427. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 44, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 44; that said coupon at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

428. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 45, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 45; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

429. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 45, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 45; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

430. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 46, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 46; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

431. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 46, defendant promises to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 46; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

432. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 47, defendant promised to paythe bearer thereof the sum of ten dollars, at said bank, on the thir

teenth day of June, 1877, for one year's interest on said bond numbered 47; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

61 433. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 47, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 47; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

434. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 48, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 48; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

435. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 48, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 48; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

436. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 49, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 49; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

437. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 49, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 49; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

438. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 50, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 50; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

439. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 50, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the

thirteenth day of June, 1878, for one year's interest on said bond numbered 50; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

440. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 51, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 51; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon, and asks judgment for the amount thereof, interest thereon, and costs.

441. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 51, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank on the thirteenth day of June, 1878, for one year's interest on said bond numbered 51; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

62 442. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 52, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 52; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

443. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 52, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 52; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgmen tfor the amount thereof, interest thereon, and costs.

444. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 58, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 58; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

445. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 58, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 58; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

446. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 59, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thir-

teenth day of June, 1877, for one year's interest on said bond numbered 59; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

447. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 59, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 59; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

448. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 60, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 60; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

449. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 60, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 60; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

450. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 61, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 61; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

63 451. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 61, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 61; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

452. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 62, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 62; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

453. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 62, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thir-

teenth day of June, 1878, for one year's interest on said bond numbered 62; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

454. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 63, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 63; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

455. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 63, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 63; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

456. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 64, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 64; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

457. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 64, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 64; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

458. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 65, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 65; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

459. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 65, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 65; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

64 460. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 66, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank,

on the thirteenth day of June, 1877, for one year's interest on said bond numbered 66; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

461. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 66, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 66; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgmeat for the amount thereof, interest thereon, and costs.

on, and costs.

462. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 67, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 67; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment of the amount thereof, interest thereon, and costs.

463. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 67, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 67; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

464. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 71, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 71; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

465. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 71, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 71; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff thereof is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

466. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 72, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 72; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

467. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 72, plaintiff promised to pay

the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 72; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

468. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 73, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 73; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

65 469. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 73, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 73; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

470. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 74, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 74; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

471. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 74, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 75; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

472. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 75, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 76; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgmentf or the amount thereof, interest thereon, and costs.

473. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 75, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 75; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

474. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 76, defendant promised to pay

the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 76; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

475. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 76, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 76; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

476. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 92, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 92; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

477. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 92, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 92; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

66 478. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 93, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 93; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

479. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 93, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 93; that said coupon, at maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

480. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 101, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 101; that said coupon, at the maturity thereof was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

481. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 101, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 101; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

482. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 102, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 102; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

483. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 102, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 102; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

484. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 103, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 103; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

485. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 103, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 103; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

486. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 104, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 104; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

67 487. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 104, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 104; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

488. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 105, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 105; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

489. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 105, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 105; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

490. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 106, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 106; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

491. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 106, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 106; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

492. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 107, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 107; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

493. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 107, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 107; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

494. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 108, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June 1877, for one year's interest on said bond numbered 108; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

495. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 108, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 108; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

68 496. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 109, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 109; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

497. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 109, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 109; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

498. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 110, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 110; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

499. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 110, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 110; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

500. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 111, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 111; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

501. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 111, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 111; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

502. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 112, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 112; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

503. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbed 112, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 112; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

504. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 113, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 113; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

69 505. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 113, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 113; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

506. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 114, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 114; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

507. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 114, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 114; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

508. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 115, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 115; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

509. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 115, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 115; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

510. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 116, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 116; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

511. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 116, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 116; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

512. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 117, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 117; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

513. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 117, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 117; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

70 514. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 118, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 118; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

515. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 118, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 118; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

516. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 119, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 119; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

517. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 119, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 119; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

518. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 120, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 120; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

519. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 120, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 120; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

520. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 121, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 121; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

521. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 121, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 121; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

522. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 122, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 122; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

71 523. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 122, defendant

promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 122; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

524. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 123, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 123; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

525. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 123, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 123; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

526. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 124, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 124; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

527. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 124, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 124; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

528. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 125, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 125; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

529. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 125, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 125; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

530. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 126, defendant promised to

pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 126; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

531. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 126, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 126; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

72 532. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 127, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 127; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

533. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 127, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 127; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

534. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 128, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 128; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

535. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 128, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 128; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

536. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 129, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 129; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

537. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 129, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 129; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

538. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 130, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 130; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

539. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 130, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 130; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgmen tfor the amount thereof, interest thereon, and costs.

540. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 131, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 131; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

73 541. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond, numbered 131, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 131; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

542. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 132, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 132; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

543. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 132, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 132; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

544. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 133, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 133; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

545. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 133, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 133; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

546. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 134, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 134; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

547. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 134, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 134; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

548. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 135, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 135; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

549. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 135, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 135; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

74 550. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 136, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 136; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

551. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 136, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 136; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

552. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 137, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 137; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

553. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 137, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 137; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

554. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 138, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 138; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

555. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 138, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 138; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

556. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 139, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 139; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

557. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 139, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 139; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

558. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 140, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest of said bond numbered 140; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

75 559. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 140, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth of June, 1878, for one year's interest on said bond numbered 140; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

560. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 142, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 142; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

561. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 142, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 142; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

562. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 143, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 143; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

563. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 143, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 143; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

564. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 144, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 144; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

565. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 144, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 144; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

566. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 145, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 145; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

567. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 145, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 145; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

76 568. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 146, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 146; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

569. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 146, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 146; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

570. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 147, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 147; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

571. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 147, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 147; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

572. Plaintiff further says that by interest coupon No. 6, herewith filed,

detached from said bond numbered 148, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 148; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

573. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 148, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 148; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

574. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 149, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 149; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

575. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 149, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 149; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

576. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 150, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 150; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

77 577. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 150, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 150; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

578. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 151, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 151; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

579. Plaintiff further says that by interest coupon No. 7, herewith filed,

detached from said bond numbered 151, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 151; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

580. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 168, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 168; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

581. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 168, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 168; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

582. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 236, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 236; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

583. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 236, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 236; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

584. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 173, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 173; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

585. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 173, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 173; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

78 586. Plaintiff further says that by interest coupon No. 6, here-

with filed, detached from said bond numbered 174, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 174; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

587. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 174, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 174; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

588. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 176, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 176; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

589. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 176, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 176; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

590. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 177, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 177; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

591. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 177, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 177; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

592. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 178, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 178; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

593. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 178, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 178; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

594. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 179, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 179; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

79 595. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 179, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 179; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

596. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 180, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 180; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

597. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 180, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 180; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

598. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 181, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 181; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

599. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 181, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 181; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

600. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 182, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 182; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

601. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 182, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 182; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

602. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 183, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 183; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

603. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 183, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 183; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

80 604. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 184, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 184; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

605. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 184, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 184; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

606. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 186, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 186; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

607. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 186, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 186; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

608. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 187, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 187; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

609. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 187, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 187; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

610. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 188, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 188; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

611. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 188, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 188; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

612. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 189, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 189; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

81 613. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 189, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 189; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

614. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 190, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 190; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

615. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 190, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 190; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

616. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 191, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 191; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

617. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 191, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 191; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

618. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 192, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 192; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

619. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 192, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 192; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

620. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 193, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 193; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

621. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 193, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 193; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

82 622. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 194, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 194; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

623. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 194, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 194; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

624. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 195, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 195; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

625. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 195, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 195; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

626. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 196, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 196; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

627. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 196, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 196; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

628. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 197, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 197; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

629. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 197, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 197; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

630. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 199, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 199; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

83 631. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 199, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 199; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

632. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 200, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 200; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

633. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 200, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 200; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

634. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 210, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 210; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

635. Plaintiff further says that by interest coupon No. 7, herewith

filed, detached from said bond numbered 210, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 210; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

636. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 211, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 211; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

637. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 211, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 211; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

638. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 212; defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 212; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

639. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 212, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 212; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

84 640. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 213, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 213; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

641. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 213, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 213; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

642. Plaintiff further says that by interest coupon No. 6, herewith

filed, detached from said bond numbered 214, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 214; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

643. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 214, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 214; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

644. Plaintiff further says that by interest coupon No. 6, herewith filed, detached from said bond numbered 35, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1877, for one year's interest on said bond numbered 35; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

645. Plaintiff further says that by interest coupon No. 7, herewith filed, detached from said bond numbered 35, defendant promised to pay the bearer thereof the sum of ten dollars, at said bank, on the thirteenth day of June, 1878, for one year's interest on said bond numbered 35; that said coupon, at the maturity thereof, was duly presented for payment and payment thereof refused; that plaintiff is the bearer of said coupon and asks judgment for the amount thereof, interest thereon, and costs.

OVERALL & JUDSON,
Att'ys for Pl'ff.

85 The said exhibits annexed to said petition are in the words and figures following, to wit:

EXHIBIT A.

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No. 7.] [$500.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of five hundred dollars in ten years from the tenth day of February, A. D. 1870, with interest at the rate of ten per centum per annum, payable annually, on the tenth day of February in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and surrender of the proper annexed coupon. This bond is issued under the authority of an act of the general assembly of the State of Missouri

entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, and in pursuance of an order of the county court of said Ralls County, dated February 8th, 1870, to subscribe two hundred thousand dollars to aid in the construction of the St. Louis and Keokuk Railroad; and this bond shall be countersigned by the agent of said county before the delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has hereto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereto, this tenth day of February, A. D. 1870.

Five hundred (500) dollars.

[SEAL OF RALLS COUNTY COURT.] N. S. DIMMITT,
Presiding Judge of Ralls County Court, Mo.

Attest: GEO. E. MAYHALL, *Clerk.*

Countersigned by N. S. Dimmitt, agent of Ralls County.

86 EXHIBIT B.

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No. 438.] [$500.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of five hundred dollars, in ten years from the thirteenth day of June, A. D. 1871, with interest at the rate of ten per centum per annum, payable annually, on the thirteenth day of June in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and surrender of the annexed coupon. This bond is issued under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, and in pursuance of an order of the county court of said Ralls County, dated March 3rd, 1869, to subscribe two hundred and seventy-five thousand dollars to the capital stock of the St. Louis and Keokuk Railroad Company, and of an order amendatory thereof, made by said court, dated June 13th, 1871; and this bond shall be countersigned by the agent of said county before delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has hereunto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereunto, this 13th day of June, A. D. 1871.

Five hundred (500) dollars.

[SEAL OF RALLS COUNTY COURT.] W. E. HARRIS,
President of Ralls County Court, Mo.

Attest:

GEO. E. MAYHALL, *Clerk.*

Countersigned by Richard Dalton, agent of Ralls County.

87 EXHIBIT C.

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No 1.] [$500.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of one hundred dollars, in ten years from the thirteenth day of June, A. D. 1871, with interest at the rate of ten per centum per annum, payable annually, on the thirteenth day of June in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and surrender of the annexed coupon. This bond is issued under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Raliroad Company," approved February 16, 1857, and in pursuance of an order of the county court of said Ralls County, dated March 3d, 1869, to subscribe two hundred and seventy-five thousand dollars to the capital stock of the St. Louis and Keokuk Railroad Company, and of an order amendatory thereof, made by said corut, dated June 13th, 1871, and this bond shall be countersigned by the agent of Ralls County before the delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has hereto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereto, this 13th day of June, A. D. 1871.

Five (500) hundred dollars.

[SEAL OF RALLS COUNTY COURT.] W. E. HARRIS,
President of Ralls County Court, Mo.

Attest:

GEO. E. MAYHALL, *Clerk.*

Countersigned by Richard Dalton, agent of Ralls County.

And thereupon a summons issued, which is in words and figures following, to wit:

88 UNITED STATES OF AMERICA,
Eastern District of Missouri, set.:

In the circuit court of the United States in and for said district.

The President of the United States of America to the marshal of the United States in and for said district, greeting:

You are hereby commanded to summon Ralls County, a municipal corporation and citizen of the State of Missouri, that it be and appear before the honorable circuit court of the United States in and for the eastern district of Missouri, on the first day of the next term thereof, to be holded at the city of St. Louis, in and for said district, on the third

Monday of September next, then and there to answer the complaint of Joseph M. Douglass, a citizen of the State of Nevada, as set forth in the petition filed in said court on the 16th day of July, A. D. eighteen hundred and seventy-eight.

Hereof fail not, and have you then and there this writ.

Witness, the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, the 25th day of July, A. D. eighteen hundred and seventy-eight.

Issued at office, in the city of St. Louis, under the seal of said circuit court, the day and year last aforesaid.

[SEAL.]

M. M. PRICE, *Clerk*,
By A. P. SELBY, *Deputy*.

And endorsed on said writ is the marshal's return, in words and figures following, to wit:

88½ UNITED STATES OF AMERICA,
Eastern District of Missouri, set.:

I have executed this writ by delivering a copy thereof, together with a copy of the petition thereto attached, to W. B. Stevens, county clerk of the within-named county of Ralls, at New London, in said district, on the 5th day of August, 1878.

H. W. LEFFINGWELL,
United States Marshal, Eastern District of Missouri,
By JAMES B. GEGGIE, *Deputy*.

89 And afterwards, on the 21st day of September, 1878, the defendant filed its answer herein, in words and figures following, to wit:

Answer.

In the circuit court of the United States for the eastern district of Missouri.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT. } Sept. term, 1878.

I. Defendant, for its answer to the first count, and to each count from the 1st to the 139th of plaintiff's petition, denies that it is a municipal corporation; denies that this defendant, through its duly constituted officers or agents, or in any way, made the writing obligatory called bond, numbered 7, 19, 21, 24, 26, 40, 55, 57, 81, 94, 95, 151, 153, 157, 161, 162, 164, 174, 181, 183, 205, 216, 217, 218, 219, 247, 248, 249, 250, 251, 252, 256, 257, 265, 266, 267, 268, 269, 270, 271, 284, 285, 286, 287, 288, 290, 304, 312, 322, 323, 324, 325, 328, 331, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 356, 369, 380, 383, 384, or either of the bonds, described in plaintiff's petition, or that N. S. Dimmitt was presiding justice of said county court of Ralls County on the 10th day of February, 1870, or that the seal of the county court of Ralls County was affixed or attached to said pretended bonds, or that N. S. Dimmitt or Richard Dalton was agent of said county or countersigned said bonds, or that either of said pretended bonds was countersigned by any agent of Ralls County.

Defendant denies that by either of said writings obligatory called bond, numbered as hereinbefore stated, it promised to pay to the St. Louis & Keokuk Railroad Company, or bearer, the sum of five hundred dollars,

at the National Bank of the State of Missouri, in St. Louis, Missouri, ten years from the 10th day of Feb'y, 1870, with interest at the rate of ten per cent. per annum. payable annually, in installments of fifty dollars each, on the 10th day of Feb'y in each year, as in plaintiff's petition described, or that it in anywise owes the same.

Defendant denies the allegation that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16, 1857, or in pursuance of an order of the county court of said county, in payment of a subscription made by said county court to the capital stock of the said St. Louis & Keokuk Railroad Company, or that the same was or is a corporation existing under said alleged act approved February 16, 1857, or under any law of the State of Missouri, or that a part of the route of said railroad then lay through, or still lies through, said county, or that said pretended subscription or said pretended bonds were to aid in the construction of said company's railroad through said county; or that all of which is set forth in said pretended bonds, or in either of same, or that the further statement is therein made that for the payment of this bond the faith and credit of said Ralls County is irrevocably pledged, or that Exhibit A filed with and made a part of plaintiff's petition is a copy of said pretended bonds excepting numbers, or name of pretended agent by whom signed.

Defendant denies that said county received the stock of said railroad company in an amount equal to the bonds alleged to have been issued by it; denies that Ralls County paid all or any of the installments of interest of all or any of said bonds as they fell due from Feb'y 10, 1871, to Feb'y 10, 1876.

Defendant avers that plaintiff was not, at the maturity of said pretended coupons, or of either of them, or at the date of the institution of this suit, the bearer or owner for value of interest coupons in said several counts of plaintiff's petition described and alleged to have been, but not filed with plaintiff's petition; denies that the same were detached from bonds numbered as hereinbefore stated, or as in plaintiff's petition described, or that by the terms of said pretended coupon said county promised to pay to the bearer thereof the sum of fifty dollars, at said bank on the 10th days of Feb'y, 1877 or 1878, or that defendant in anywise owes same, or that this defendant in anywise made same, or that on either of said day' last aforesaid either said interest coupons was presented at said bank for payment or payment thereof refused.

90 2. Defendant, for its answer to the 140th count, and to the 140th to the 243d count, inclusive, of plaintiff's petition, denies that it is a municipal corporation; denies that this defendant, through its duly constituted officers or agents, or, in any way, made the writings obligatory called bonds, numbered 469, 488, 449, 478, 490, 491, 493, 432, 418, 470, 486, 421, 417, 517, 512, 411, 410, 489, 408, 485, 480, 407, 437, 433, 434, 441, 451, 452, 454, 459, 457, 423, 431, 444, 430, 467, 462, 466, 446, 477, 492, 475, 442, 440, 438, 420, 413, or either of the bonds, described in plaintiff's petition, or that W. E. Harris was presiding justice of said county court of Ralls County on the 13 day of June, 1871, or that the seal of the county court of Ralls County was affixed or attached to said pretended bonds, or that Richard Dalton was agent of said county or countersigned said bonds.

Defendant denies that by either of said writings obligatory called bonds, numbered as hereinbefore stated, it promised to pay to the St. Louis & Keokuk Railroad Company, or bearer, the sum of five hundred

dollars, at the National Bank of the State of Missouri, in St. Louis, Missouri, ten years from the 13 day of June, 1871, with interest at the rate of ten per cent. per annum, payable annually, in installments of dollars each, on the 13 day of June in each year, as in plaintiff's petition described, or that it in anywise owes the same.

Defendant denies the allegation that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16, 1857, or in pursuance of an order of the county court of said county, in payment of a subscription made by said county court to the capital stock of the said St. Louis & Keokuk Railroad Company, or that the same was or is a corporation existing under said alleged act approved February 16, 1857, or under any law of the State of Missouri or that a part of the route of said railroad then lay, or still lies, through said county, or that said pretended subscription or said pretended bonds were to aid in the construction of said company's railroad through said county; or that all of which is set forth in said bonds, or that the further statement is therein made that for the payment of this bond the faith and credit of said county is irrevocably pledged, or that Exhibit B, filed with and made a part of plaintiff's petition, is a copy of said pretended bond.

Defendant denies that said county received the stock of said railroad company in an amount equal to the bonds alleged to have been issued by it; denies that Ralls County paid all or any of the installments of interest of all or any of said bonds as they fell due.

Defendant avers that plaintiff was not, at the maturity of said pretended coupons, or at the date of the institution of this suit, the bearer or owner for value of interest coupons, or of either of same, as in said counts of plaintiff's petition described and alleged to have been filed with plaintiff's petition; denies that the same were detached, from bonds numbered as in said counts in plaintiff's petition described or that by the terms of said pretended coupons said county promised to pay to the bearer thereof the sum of fifty dollars, at said bank, on the 13th day of June, 1876, 1877, or 1878, or that defendant in anywise owes same, or that this defendant in anywise made same; or that on either of said day' last aforesaid either of said interest coupon, was presented at said bank for payment or payment thereof refused.

91 3. Defendant, for answer to the 244th count, and to the 244th to the 645th counts inclusive, of plaintiff's petition, denies that it is a municipal corporation, or that this defendant, through its duly constituted officers or agents, or in any way, made the writings obligatory called bond, numbered 1 to 21, inclusive, 31 to 76, inclusive, 92, 103, 101 to 140, inclusive, 142 to 151, inclusive, 168 to 214, inclusive, 217 to 236, inclusive, 240 to 250, inclusive, or either of the bonds described in plaintiff's petition, or that W. E. Harris was presiding justice of said county court of Ralls County on the 13th day of June, 1871, or that the seal of the county court of Ralls County was affixed or attached to said pretended bonds, or that Richard Dalton was agent of said county or countersigned said bonds.

Defendant denies that by either of said writings obligatory called bond, numbered as hereinbefore set forth, it promised to pay to the St. Louis & Keokuk Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Missouri, ten years from the 13 day of June, 1871, with interest at the rate of ten per cent. per annum, payable annually, in installments of ten dollars each, on the 13 day of June in each year, as in plaintiff's petition described, or that it in anywise owes the same.

Defendant denies the allegation that said bonds were issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to incorporate the St. Louis & Keokuk Railroad Company," approved February 16, 1857, or in pursuance of an order of the county court of said county, in payment of a subscription made by said county court to the capital stock of the said St. Louis & Keokuk Railroad Company, or that the same was or is a corporation existing under said alleged act approved February 16, 1857, or under any law of the State of Missouri, or that a part of the route of said railroad then lay, or still lies, through said county or that said pretended subscription or said pretended bonds were to aid in the construction of said company's railroad through said county; or that all of which is set forth in said bonds, or that the further statement is therein made that for the payment of this bond the faith and credit of said county is irrevocably pledged, or that Exhibit C, filed with and made a part of plaintiff's petition, is a copy of said pretended bond.

Defendant denies that said county received the stock of said railroad company in an amount equal to the bonds alleged to have been issued by it; denies that said county paid all or any of the installments of interest of all or any of said bonds as they fell due.

Defendant avers that plaintiff was not, at the maturity of said pretended coupons, or at the date of the institution of this suit, the bearer or owner for value of interest coupon', or of either of same, as in plaintiff's petition described and alleged to have been filed with plaintiff's petition; denies that the same were detached from bonds numbered as in said counts of plaintiff's petition described, or that by the terms of said pretended coupon said county promised to pay to the bearer thereof the sum of ten dollars, at said bank, on the 13th day of June, 1876, 1877, or 1878, or that defendant in anywise owes same, or that this defendant in anywise made same, or that on either of said day' last aforesaid either of said interest coupon' was presented at said bank for payment or payment thereof refused.

92 4. For further answer to plaintiff's petition, defendant avers that neither at the maturity of the pretended coupons described in plaintiff's petition, nor at the date of the institution of this suit was plaintiff the owner, holder, or bearer of said coupons, or of either of the same, but that at the date of the institution of this suit said pretended coupons alleged to have been detached from said pretended bonds in plaintiff's petition described were, and still are, actually owned, held, and possessed by John Donaldson, Moses Fraley, George E. Mayhall, N. S. Dimmitt, Wm. G. Douglass, who also were, at the maturity of said pretended coupons, the owners and holders thereof, and who then were, and still are, citizens of the State of Missouri, and who then were, and still are, the real parties in interest prosecuting this action.

93 5. For further answer to plaintiff's petition defendant avers that each of the several coupons in plaintiff's petition described were detached from pretended bonds issued and delivered after March 30, 1872, to a pretended corporation known as the St. Louis & Keokuk Railroad Company, by certain persons acting, or claiming to act, as agent of Ralls County; that said bonds and coupons have never been registered in the office of State auditor of the State of Missouri, and therefore have been and are non-negotiable and void.

94 6. For further answer to plaintiff's petition defendant avers that the pretended bonds and coupons in plaintiff's petition described were wrongfully issued and delivered by one Nathan S. Dimmitt,

under the pretended authority of an act of the general assembly of the State of Missouri entitled "An act to establish courts of probate in the counties of Ralls, Jasper, Livingston, Barton, Lawrence, Wright, Nodaway, Chariton, Mississippi, New Madrid, Pemiscott, Christian, Johnson, Buchanan, DeKalb, Butler, Howell, Stoddard, Webster, Sullivan, Warren, Linn, Phelps, Carter, Grundy, Scott, and Oregon, define their jurisdiction, and provide for the election of judges of probate," approved March 19, 1866, and of a pretended act of the general assembly of the State of Missouri entitled "An act concerning county courts, and the justices thereof, in the counties of Ralls, Jasper, Livingston, Barton, Lawrence, Wright, Nodaway, Chariton, Mississippi, New Madrid, Pemiscott, Christian, Johnson, Buchanan, DeKalb, Butler, Howell, Stoddard, Webster, Sullivan, Warren, Linn, Phelps, Carter, Grundy, Scott, and Oregon," approved March 19, 1866, which last-named act never became a law, in conformity to the requirements of the 23 & 24 section of article IV of the constitution of the State of Missouri then in force; and that long before the issue or delivery of said pretended bonds or coupons, the general assembly of the State of Missouri, by an act entitled "An act to amend an act entitled 'An act to establish courts of probate in the counties of Ralls, Jasper, Livingston, Barton, Lawrence, Wright, Nodaway, Chariton, Mississippi, New Madrid, Pemiscott, Christian, Johnson, Buchanan, DeKalb, Butler, Howell, Stoddard, Webster, Sullivan, Warren, Linn, Phelps, Carter, Grundy, Scott, and Oregon define their jurisdiction, and provide for the election of judges of probate," approved March, 1866," approved March 24, 1868, abolished the probate court of Ralls County and vacated the judgeship of said court; and that for the reasons stated said bonds and coupons were and are null and void.

95 7. For further answer to plaintiff's petition defendant avers that neither on the 10 Feb'y, 1870, or the 13 day of June, 1871, nor at any time prior to the adoption of the present constitution of the State of Missouri, on the 30th of November, 1875, had this defendant a legal existence or power to make contracts, or was there within the State of Missouri any duly organized or legally constituted county known or designated as "Ralls," "Ralls County," or "the county of Ralls;" that the act of the general assembly of the State of Missouri, approved November 16th, 1820, entitled "An act establishing the county of Ralls" was null and void, because said act attempted by the establishment of said new county of Ralls to reduce the then existing county of Pike to less than twenty miles square, in violation of the 34th section of the third article of the constitution of the State of Missouri, taking effect September 3d, 1820, and that for the same reason the act of the general assembly of the State of Missouri entitled "An act defining the north boundary line of Ralls County, &c.," approved December 14th, 1822, and the 17th section of an act of the general assembly of the State of Missouri entitled "An act defining the limits of the several counties in this State," approved February 16th, 1825, and an act of the general assembly of the State of Missouri entitled "An act to attach a part of Pike County to the county of Ralls," approved January 16th, 1829, and the 35th section of an act of the general assembly of the State of Missouri entitled "An act defining the limits of the several counties in this State," approved March 20th, 1835, and the 35th section of an act of the general assembly of the State of Missouri entitled "An act defining the limits of the several counties in this State," approved March 28th, 1845, were each null and void; that section 35 of an act of the general assembly of the State of Missouri-

approved December 13th, 1855, entitled "An act defining the limits of several counties in this State," and incorporated in the Revised Statutes of Missouri adopted in 1855, was null and void, because said pretended law was repugnant to section 1 of article III of amendments to the constitution of the State of Missouri, ratified in 1848–9, in this, that by said act the then existing county of Pike was reduced by the attempted establishment of a new county of Ralls to less than twenty miles square and to less than five hundred square miles, and a new county of Ralls, with an area of less than five hundred square miles, was attempted to be established; that section 36 of chapter XXXIV of the Revised Statutes of the State of Missouri of 1865, and section 36 of chapter XXXIX of Wagner's Revision of the Statutes of Missouri, known as "Wagner's Statutes," adopted March 16th, 1870, were each null and void, in this, that by said sections of said Revised Statutes the general assembly of the State of Missouri attempted to reduce the then established county of Pike, in the State of Missouri, to less than five hundred square miles, and to establish a new county of Ralls, with less than five hundred square miles, in violation of section 31 of article IV of the constitution of the State of Missouri adopted in 1865.

96 8. Further answering, defendant avers that said pretended bonds in plaintiff's petition described purport upon the face thereof to have been issued under orders of the county court of Ralls County, dated March 3, 1869, or Feb'y 8, 1870, or June 15th, 1871, to subscribe certain sums of money to aid in the construction of the St. Louis and Keokuk Railroad, being nearly twelve years after the date of the alleged incorporation of the St. Louis and Keokuk Railroad Company as set forth in plaintiff's petition; defendant avers that the corporators named in said alleged act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, did not accept the terms of said incorporation, or thereunder organize or begin the transaction of business, within a period of ten years next after the date of said act of incorporation, and that all powers contained in the 29th section of said alleged act of incorporation had ceased to exist on the 3rd of March, 1869, and on the 8th of Feb'y, 1870, or June 13th, 1871, and that at said dates it was not lawful for the county court of any county through which the route of said railroad, as projected by the terms of said act, "may be, or might lie" to subscribe to the capital stock of said company, or to issue bonds therefor, without previously obtaining the assent of $\frac{2}{3}$ of the qualified voters of said county, at a general or special election to be therein held, which assent defendant avers was not obtained, and which election defendant avers was not held.

97 9. For further answer to plaintiff's petition defendant avers that the act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, alleged in plaintiff's petition to be recited in the pretended bonds from which said pretended coupons are alleged to have been detached, contained no provision as to the interest which bonds issued by any county might bear; that on the 3rd of March, 1869, the 10th of Feb., 1870, or the 15th day of June, 1871, the authority of the county court of any county through which the route of said railroad may be to issue bonds bearing more than seven per cent. annual interest, in payment of subscription to the capital stock of said railroad company, without the sanction of two-thirds of the qualified voters of such county, at an election therein held, depended upon an act of the general assembly of the State of Missouri entitled "An act

to enable counties, cities, and incorporated towns to fund their respective debts," approved March 24, 1868; and defendant avers that so much of said act as authorized the issue of bonds bearing interest at the rate of ten per cent. per annum, payable semi-annually, in payment of subscription to the capital stock of any railroad company was repugnant to the XXXII section of the IX article of the constitution of the State of Missouri then in force, because said subject was not expressed in the title of said act; and furthermore defendant avers that said act entitled "An act to enable counties, &c., &c., to fund their respective debts" never became a law in conformity to the requirements of the XXIII and XXIV sections of the IV article of the constitution of the State of Missouri then in force, and that the house and senate journals of the twenty-fourth general assembly of the State of Missouri establish said failure to comply with said constitutional forms.

98 10. For further answer to plaintiff's petition defendant admits that after the first day of Feb'y, 1872, the county court of Lincoln County did receive from Josiah Fogg, claiming to be president of a pretended corporation known as the St. Louis and Keokuk Railroad Company, certain shares of stock, of the par value of one hundred dollars each, purporting to have been issued by the St. Louis and Keokuk Railroad Company, and caused to be delivered to him in payment thereof bonds for a like amount, to which the coupons sued on in plaintiff's petition were annexed, and did thereafter pay interest on said bonds during the years 1872, 1873, 1874, and 1875; but inasmuch as no subscription was ever made by said county court to the capital stock of the St. Louis and Keokuk Railroad Company by said county court or by said county of Lincoln, defendant avers that none of said acts of said county court can bind this defendant as an estoppel or ratification of the pretended issue of said bonds, because prior thereto the general assembly of the State of Missouri, by an act entitled "An act to repeal certain sections of law granting to county courts and other corporate bodies the power to subscribe stock to railroad companies," approved January 30, 1872, had specially repealed all powers to county courts originally granted under various charters, including that contained in section XXIX of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad," approved February 16, 1857, and thereby deprived said county court of Lincoln County of power to ratify an act which it could not perform at the date of said alleged ratification without previously obtaining the assent of two-thirds of the qualified voters of said county, at an election for that purpose therein held, and which election defendant avers was not held, and which assent defendant avers was not obtained.

99 11. For further answer to plaintiff's petition defendant avers that the pretended bonds in plaintiff's petition recite that the same were issued in pursuance of certain orders of the county court of Ralls County to subscribe certain sums, in said bonds set forth, to aid in the construction of the St. Louis and Keokuk Railroad; defendant admits that certain unknown persons, without legal authority or power so to do, did cause to be inscribed upon the records of the county court of Ralls County various entries, as of date of March 30, 1869, Feb. 8, 1870, Feb. 11, 1870, purporting to subscribe stock, or of appointing and authorizing an agent to subscribe stock, or ordering the issue or delivery of bonds (in pursuance of previous pretended orders wrongfully inscribed upon said records), to the St. Louis and Keokuk Railroad Company, and others order, as of date April 16, 1870, June 8, 1870, Feb'y

6, 1871, Aug. 7, 1871, July 5, 1870, and Jan'y 27, 1871, ratifying same, but defendant avers that on neither of said days was any county court had or held in Ralls County, either in special, general, or adjourned sessions or terms, nor were either of said pretended orders of March 3, 1869, Feb'y 8, 1870, or Feb'y 11, 1870, nor certain other pretended orders inscribed upon said records, as of date, Ap'l 16, 1870, June 8, 1870, July 5, 1870, Feb'y 6, 1871, Aug. 7, 1871, Sept. 15, 1870, July 18, 1870, or Jan'y 23, 1871, ratifying such subscription, ever made by the county court of Ralls County, nor can said wrongful and unauthorized entries bind this defendant.

100 12. For further answer to plaintiff's petition defendant avers that though no subscription to the capital stock of said pretended St. Louis and Keokuk Railroad Company was made by the defendant, or by any agent of this defendant thereto legally authorized, nor any pretended subscription was ever accepted by said company, that at various times thereafter persons claiming to be and exercising the functions of the county court of Ralls County, misled and deceived by the false records of divers pretended orders, as of date March 3, 1869, Feb'y 8, 10, & 11, 1870, and of other dates, purporting to subscribe certain sums to the capital stock of the St. Louis and Keokuk Railroad Company, and believing the same to be genuine and binding, did make orders touching or concerning said pretended orders; among other things, did, after March 1, 1871, actually deliver to persons purporting to represent a pretended corporation known as the St. Louis and Keokuk Railroad Company, or the Ralls County Branch Railroad Company, the bonds which had been wrongfully made by Dimmitt, Harris, and Mayhall in pursuance of said pretended orders of March 3, 1869, Feb. 8, 1870, Feb. 10, 1870, Feb. 11, 1870, and from which said bonds the coupons sued on were detached. But defendant avers that none of said acts of said county court recognizing said unlawful acts, nor said pretended orders of March 3, 1869, or Feb'y 8, 1870, or said pretended bonds or coupons, nor any payments of interest upon said pretended bonds, can bind this defendant, because all of said acts, orders, or pretended orders were made without legal authority or power so to do, and that the said county court in so doing were not the agents of this defendant; more particularly—

1. Because at no time has the county court of Ralls County ever caused an election to be held in said county to ascertain the sense of the tax-payers of said county as to any subscription to the capital stock of the St. Louis and Keokuk Railroad Company, or Ralls County Branch R. R. Company, or as to whether any such subscription should be paid by issues of county bonds or by taxation, or for or against paying any such subscription by direct taxation.

2. Because at no time, at any election ever held in Ralls County, have a majority of the resident voters of said county voted in favor of any subscription by said county, or by the county court of county, to the capital stock of the St. Louis and Keokuk Railroad Company, or the Ralls County Branch R. R. Co., or of any other railroad company, but on the contrary have always, by overwhelming majorities, voted against any proposition to subscribe stock in any railroad company.

3. Because at no general or special election ever held therein have two-thirds of the qualified voters of Ralls County ever assented to any subscription of stock by or loan of the credit of said Ralls County to the St. Louis and Keokuk Railroad Company, or the Ralls County Branch Railroad Company, or to any subsequent acts of the county court of Ralls County recognizing or ratifying said pretended orders or bonds.

And a like answer makes this defendant to each count of pl'ff's petition.

HENRY A. CUNNINGHAM,
Att'y for Defendant.

101 And afterwards, at the September term, 1878, of said court, the following proceedings were had in said case, on the 25th day of September, to wit:

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now comes the plaintiff, by his attorneys, and files replication to 4th, 5th, 9th, 10th, and 11th defenses of defendant's answer, and a demurrer to the 6th, 7th, 8th, and 12th defenses of said answer.

Replication.

The said replication so filed is in words and figures as follows, to wit:

In the circuit court of the United States for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Plaintiff, for replication to the 4th defence of defendant's answer, says he was, at the maturity of the coupons sued on, and ever since has been, and now is, the actual owner, holder, and possessor of said coupons, and denies that John Donaldson, Moses Fraley, George E. Mayhall, N. S. Dimmitt, or William G. Douglass was, at the maturity of said coupons, or at the date of the institution of this suit, or is now, the owner, holder, or possessor of said coupons, and denies that said persons, or any of them, are the real parties in interest prosecuting this action.

Plaintiff, for replication to the 5th defence of defendant's answer, denies that the bonds from which the coupons sued on were detached were issued and delivered after March 30, 1872.

Plaintiff, for replication to the 9th defence of defendant's answer, says that, as stated in plaintiff's petition, the bonds from which
102 the coupons sued on were detached were issued by defendant under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Co.," approved February 16, 1857, as stated in plaintiff's petition, and plaintiff denies that the authority of defendant to make said bonds, to bear interest at the rate of ten per cent., depended upon an act of the general assembly of the State of Missouri entitled "An act to enable counties, cities, and incorporated towns to fund their respective debts," approved March 24, 1868, and denies that the act last aforesaid *act* was repugnant to the constitution of the State of Missouri then in force, or that the same never became a law in conformity to the requirements of said constitution then in force.

Plaintiff, for replication to the 10th defence of defendant's answer

(presuming that defendant intended to write Ralls County instead of Lincoln County), says he has no knowledge or information sufficient to form a belief as to whether, after the first day of February, 1872, the county court of Ralls County did receive from one Josiah Fogg, claiming to be president of a pretended corporation known as the St. Louis and Keokuk Railroad Co., certain shares of stock, of the par value of $100, each purporting to have been issued by the St. Louis and Keokuk Railroad Co., and caused to be delivered to him in payment thereof bonds for a like amount, to which the coupons here sued on were annexed; that plaintiff avers that, on the 10th day of February, 1870, and the 13th day of June, 1871, by proper orders of said county court, it did subscribe $275,000 to the capital stock of the St. Louis and Keokuk Co., a corporation created by said act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Co.," approved February 16, 1857, and in payment of said subscription issued and delivered the bonds from which the coupons sued on were detached.

103 Plaintiff, for replication to the 11th defence of defendant's answer, denies that any person without legal authority or power so to do caused to be inscribed upon the records of the county court of Ralls County the entries in said 11th defence set forth by defendant, or any entries whatever; and plaintiff denies that the county court of Ralls County was not held in special, general, or adjourned sessions or terms at the dates in said eleventh defence set forth; and plaintiff says that said county court was in session at the date of each of said orders in said eleventh defence described, and that said county court did make each and every one of said orders in said eleventh defence described.

OVERALL & JUDSON,
Att'ys for Pl'ff.

And the said demurrer so filed as aforesaid is in the words and figures following, to wit:

Demurrer to part of answer.

In the circuit court of the United States for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now, at this day, comes the plaintiff, by his attorneys, and demurs to the sixth defence of defendant's answer, and for grounds of demurrer says that the said defence does not contain facts sufficient to constitute a defence in law to this action, for the reason that—

1. The official conduct of Nathan S. Dimmitt, as justice of the county court of Ralls County, cannot be gainsayed or denied in this action, and because the title of said Dimmitt to said office of presiding justice of the county court of Ralls County cannot be tried in this action, and because the said Dimmitt, having held the said office of presiding justice of the county court of Ralls County, and exercised the functions thereof, defendant cannot now be permitted to question, in

104 this action, the validity of the acts of said county court while so

presided over by said Dimmitt, on the ground of any defect in the title of said Dimmitt to said office.

2. The judge of the probate court of Ralls County was, by the law of the State of Missouri in force at the time of the execution of the bonds from which the coupons sued on were detached, ex officio presiding justice of the county court of Ralls County.

And plaintiff demurs to the seventh defence of defendant's answer, and for grounds of demurrer says the facts therein stated are not sufficient to constitute a defense to this action, for the reason that, on the 10th day of February, 1870, and the 13th day of June, 1871, Ralls County did have a legal existence under the laws of the State of Missouri, and power to make contracts.

And plaintiff demurs to the eighth defence of defendant's answer, and for grounds of demurrer says the facts therein stated are not sufficient in law to constitute a defence to this action, for the reason that defendant cannot, in this action, deny the legal existence of the St. Louis and Keokuk Railroad Co. at the time of subscribing stock to said company, and because the defendant, having dealt with said railroad company in its corporate name, is estopped to deny its corporate existence.

And plaintiff demurs to the twelfth defence of defendant's answer, and for grounds of demurrer says:

1. The facts therein stated are not sufficient in law to constitute a defence to this action—

2. Because at the dates of the subscriptions by Ralls County to the capital stock of the St. Louis and Keokuk Railroad Co., and the issuance of the bonds in payment therefor, it was not necessary, by the laws of the State of Missouri, that the county court of Ralls County should cause an election to be held in said county to ascertain the sense of the tax-payers of said county as to any subscription to
105 the capital stock of the St. Louis and Keokuk Railroad Co., or as to whether any such subscription should be paid by issues of county bonds or by taxation, or for or against paying such subscription by direct taxation.

3. Because at the dates of said subscriptions to the capital stock of the St. Louis and Keokuk Railroad Co., and the issue of bonds in payment therefor, it was not necessary, by the laws of the State of Missouri, that a majority of the resident voters of said county should have voted in favor of said subscription.

4. Because at the dates of the subscriptions to the capital stock of the St. Louis and Keokuk Railroad Co. by said county it was not necessary, under the laws of the State of Missouri, that two-thirds of the qualified voters of Ralls County, at a general or special election, should assent to said subscription, or the issuance of said bonds.

OVERALL & JUDSON,
Att'ys for Pl'ff.

And afterwards, to wit, at said September term, 1878, of said court, the following further proceedings were had in said case on the 4th day of October, 1878, to wit:

Demurrer sustained.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now come the parties, by their attorneys, and the court having con-

sidered the demurrer of plaintiff to the 6th, 7th, 8th, and 12th defenses in defendant's answer, and being fully advised in the premises, finds the law thereon for the plaintiff; and thereupon it is ordered that said d murrer as to said defenses be, and the same is hereby, sustained.

And afterwards, at said September term, 1878, of said court, the following further proceedings were had in said case, on October 16th, 1878, to wit:

106 JOSEP' M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now come the parties, by their attorneys, the plaintiff by Messrs. Overall and Judson, and the defendant by H. A. Cunningham, esquire, and this case being regularly called for trial, and both parties being ready, it is ordered that a jury come.

Jury.

And thereupon come said jury, to wit, William B. Hays, S. B. Marks, Robert A. McClure, Patrick Ryan, N. B. Allen, Joshua L. Tracy, George Baker, Sidney Martin, John C. Mittleberger, Alexander Garvin, James E. Darsh, and James Curtis, twelve good and lawful men, duly empaneled and sworn to well and truly try the issues joined herein, who, after hearing the evidence and arguments of counsel and receiving the charge of the court, return the following verdict, to wit:

Verdict.

"We, the jury, find for plaintiff for the amount of the coupons sued on, with interest at the rate of six per cent. per annum from the maturity of each of said coupons. James E. Darsh, foreman."

Judgment.

It is therefore considered by the court that the plaintiff, Joseph M. Douglass, have and recover of the defendant, Ralls County, the sum of seventeen thousand one hundred and twenty-five dollars and forty-three cents ($17,125.43), the damages aforesaid by the jury assessed, as also the costs herein laid out and expended; and have thereof execution.

And afterwards, at said term of said court, the following further proceedings were had in said case, on October 25th, 1878, to wit:

Stipulation.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now come the parties, by their attorneys, and file a stipulation agreeing that, in preparing the bill of exceptions in the above-entitled cause for signature of the judge, copies of records, &c., need not be in-
107 serted in extenso, but simply called for; but that the oral evidence shall be written out as far as required in the bill of exceptions

signed by the judge, and when the bill of exceptions is written out by the clerk to be sent to the Supreme Court, all depositions, records, &c., called for therein shall be then be written in extenso, the same as if written out in full in the bill signed by the judge.

And afterwards, at said term of said court, the following further proceedings were had in said case, on October 28th, 1878, to wit:

Bill of exceptions allowed.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now comes the defendant, by its attorney, and presents to the court its bill of exceptions, which is allowed, signed, and ordered to be filed as a part of the record herein.

And afterwards, at said term of said court, the following further proceedings were had in said case, on November 13th, 1878, to wit:

Writ of error allowed.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS CONNTY, DEFENDANT.

Now comes the defendant, by its attorney, and presents to the court a writ of error to remove this cause to the Supreme Court of the United States, and a citation citing and admonishing the said plaintiff to be and appear at a Supreme Court of the United States, at the next term thereof, on the second Monday of October next, which said writ of error is allowed, and said citation signed by the judge.

Bond approved.

And the said defendant also presents to the court its bond in the penal sum of one thousand dollars, which bond is approved and ordered to be filed.

108 And the said bill of exceptions is in words and figures following, to wit:

Bill of exceptions.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

In the circuit court of the United States in and for said district, September term, 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Be it remembered that in the progress of this cause the following proceedings were had:

On the 24th day of September, 1878, plaintiff filed herein his demurrer in words and figures as follows:

In the circuit court of the United States for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now at this day comes the plaintiff, by his attorneys, and demurs to the sixth defence of defendant's answer, and for grounds of demurrer says that the said defence does not contain facts sufficient to constitute a defense in law to this action, for the reason that—

1. The official conduct of Nathan S. Dimmitt as justice of the county court of Ralls County cannot be gainsayed or denied in this action, and because the title of said Dimmitt to said office of presiding justice of the county court of Ralls County cannot be tried in this action, and because the said Dimmitt having held the said office of presiding justice of the county court of Ralls County, and exercised the
109 functions thereof, defendant cannot now be permitted to question, in this action, the validity of the acts of said county court while so presided over by said Dimmitt, on the ground of any defect in the title of said Dimmitt to said office.

2. The judge of the probate court of Ralls County was, by the law of the State of Missouri in force at the time of the execution of the bonds from which the coupons sued on were detached, ex-officio presiding justice of the county court of Ralls County.

And plaintiff demurs to the seventh defence of defendant's answer, and for grounds of demurrer says the facts therein stated are not sufficient to constitute a defence to this action, for the reason that, on the 10th day of February, 1870, and the 13th day of June, 1871, Ralls County did have a legal existence under the laws of the State of Missouri, and power to make contracts.

And plaintiff demurs to the eighth defence of defendant's answer, and for grounds of demurrer says the facts therein stated are not sufficient in law to constitute a defence to this action, for the reason that the defendant cannot, in this action, deny the legal existence of the St. Louis and Keokuk Railroad Co. at the time of subscribing stock to said company, and because the defendant having dealt with said railroad company in its corporate name is estopped to deny its corporate existence.

And plaintiff demurs to the twelfth defence of defendant's answer, and for grounds of demurrer says:

1. The facts therein stated are not sufficient in law to constitute a defence to this action—

2. Because at the dates of the subscriptions by Ralls County to the capital stock of the St. Louis and Keokuk Railroad Co., and the issuance of the bonds in payment thereof, it was not necessary, by the laws of the State of Missouri, that the county court of Ralls County should cause an election to be held in said county to ascertain the sense of the tax-payers of said county as to any subscription
110 to the capital stock of the St. Louis and Keokuk Railroad Co., or as to whether any such subscription should be paid by issues of county bonds or by taxation, or for or against paying such subscriptions by direct taxation.

3. Because at the dates of said subscriptions to the capital stock of the St. Louis and Keokuk Railroad Co., and the issue of bonds in payment therefor, it was not necessary, by the laws of the State of Missouri, that a majority of the resident voters of said county should have voted in favor of such subscription.

4. Because at the dates of the subscriptions to the capital stock of the St. Louis and Keokuk Railroad Co. by said county it was not necessary, under the laws of the State of Missouri, that two-thirds of the qualified voters of Ralls County, at a general or special election, should assent to said subscription or the issuance of said bonds.

OVERALL & JUDSON,
Att'ys for Pl'ff.

And afterwards, on the 4th day of October, 1878, the court sustained said demurrer, and rendered the following judgment thereon:

Demurrer sust'd.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now come the parties, by their attorneys, and the court having considered the demurrer of plaintiff to the 6th, 7th, 8th, and 12th defences in defendant's answer, and being fully advised in the premises, finds the law thereon for the plaintiff; and thereupon it is ordered that said demurrer as to said defences be, and the same is hereby, sustained.

To which action of the court the defendant then and there excepted.

And afterwards, at the trial of this cause, on the 16th day of October, 1878, the following proceedings were had:

111 The plaintiff, to sustain the issues upon his part, offered evidence as follows:

Plaintiff offered in evidence an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857:

An act to incorporate the St. Louis and Keokuk Railroad Company.

Be it enacted by the general assembly of the State of Missouri as follows:

§ 1. A company is hereby incorporated called "The St. Louis and Keokuk Railroad Company," the capital stock of which shall be six millions of dollars, to be divided into shares of one hundred dollars each, the holders of which, their successors and assigns, shall constitute a body corporate and politic, and by the name aforesaid shall have continued succession; may sue and be sued, plead and be impleaded, defend and be defended against, and may make and use a common seal, and change or alter the same, and shall be able, in law and equity, to make contracts; may take, hold, and possess and enjoy the fee simple, or other title, in and to any real estate, and may sell, convey, or mortgage the same; and may make by-laws and regulations proper and necessary to carry into effect the provisions of this act, not repugnant to the laws or Constitution of the United States or of this State, and shall have the usual and necessary powers for such purpose.

§ 2. J. R. Banell, Wm. M. Cook, Charles Hunt, D. Frost, James H.

Lucas, Robert A. Barnes, Theodore Betts, Edward Walsh, and John D. Coulter, of St. Louis County; Ludwell E. Powell, Wm. C. Lindsay, John W. Pulliam, and E. D. Bevitt, of St. Charles County; James H. Britton, Francis Parker, Joseph M. Heady, David Bailey, and Tully R. Cormick, of the county of Lincoln; Edwin Draper, James O. Broadhead, Henry J. Findlay; James M. Templeton, and John W. Davis, of Pike County; James F. Matson, William Newland, Neil Cameron, Thomas Cleaver, and Harvey Wellman, of Ralls County; John B. Helm, T. R. Selmes, Jamison Hewkins, William Carson, and James Shannon, of Marion County; H. M. Woodyard, Thomas O. Reese, William Hagood, Thomas Richardson, and Daniel Ligon, of Lewis County; and George K. Biggs, Peter A. Hill, Isaac H. Calvert, James Cowgill,
112 and De Kalb Musgrove, of Clark County, or any nine of them, shall constitute the first board of directors under this act, and shall hold their offices until their successors be qualified; they shall, within ten years after the passage of this act, meet, at such time and place as shall be designated by any three of them, and organize as a board of directors; and, when organized, they shall cause books to be opened for the subscription of the capital stock of said company, at such time and place as they shall designate, under the supervision of such persons as they shall appoint, and may continue them open as they may deem proper, and may reopen said books when necessary, until the whole stock shall be subscribed.

§ 3. So soon as fifteen hundred shares shall be subscribed, the directors shall cause an election to be held for nine directors, at such time and place as they may appoint, and give notice of the same in two or more public newspapers.

§ 4. The stockholders of said company shall meet on the first Monday in May of each year, at such place as may be designated by the by-laws of said company, of which at least twenty days' previous notice shall be given in two or more newspapers published in the State, and choose by ballot, by a majority of the votes present, to be given in person or by proxy, thirteen directors, owners of stock in the company; the said directors, and those thereafter to be chosen in pursuance of the provisions of this act, at their first meeting shall choose by ballot one from their number as president of said company; and said president and directors shall direct the affairs of said company, and hold their office for one year, and until others are elected and qualified.

§ 5. At every annual meeting the said stockholders shall have power, by a majority of the votes given, to alter or repeal their by-laws and regulations, and may meet at such other times and places as may be appointed by the president and directors, upon such notice as may be prescribed by the laws of the company; and the president, at the request in writing of any number of the stockholders, representing not less than one-seventh in number and interest, shall cause a spe-
113 cial meeting, upon giving the like notice of the time, place, and objects of such meeting; and such objects, and none other, shall be acted upon at such meeting, nor shall any business be transacted at such meeting unless a majority of the stockholders be there represented, but the meeting may adjourn from day to day until such majority shall be present.

§ 6. The election for directors shall be conducted in the following manner: The directors for the time being shall appoint three stockholders, being neither directors nor candidates, who shall take and subscribe an oath or affirmation before a justice of the peace well and truly, according to law, to conduct said election to the best of their

knowledge and ability. The judges shall decide upon the qualifications of voters, and when the election is closed count the votes and declare who has been elected. In case no election shall be had at the time specified, the corporation shall not by that reason be dissolved, but it shall be lawful to hold an election for directors any day thereafter, by giving at least ten days' previous notice of the time and place of holding said election in the newspapers aforesaid. In case of the death, resignation, or removal from this State of a director, or of a failure to elect in case of a tie vote, the vacancy may be filled by the board of directors. At all general meetings or elections by the stockholders each share of the stock under the number of twenty shall entitle the holder to one vote, and each stockholder holding over the number of twenty shares shall have one vote for every two shares exceeding twenty, and not exceeding two hundred, and one vote for every five shares exceeding two hundred and not exceeding five hundred, and one vote for every ten shares exceeding five hundred; and each ballot shall have endorsed thereon the number of shares thereby represented; but no person or party (females, sick persons, and absentees from the county excepted) residing within ten miles of the place appointed for every such election or general meeting,

shall be entitled to vote by proxy, nor shall any proxy be re-
114 ceived nor entitle the holders thereof to vote unless the same be duly dated and executed within twelve months next preceding such election or general meeting; and every such proxy received and voted upon as aforesaid shall be retained and filed amongst the papers of the company until after the next annual meeting or election, subject to the inspection or examination of any stockholder who may desire it.

§ 7. The company shall have power, by themselves or agents, to enter upon and take from any land in the neighborhood of the line of their railroad, earth, gravel, stone, wood, water, or other materials necessary for the construction or operation of said road; and, for the purpose of procuring the water for their uses, may lay pipes, erect pumps, dams, and reservoirs, if the owner of said lands and the company can agree upon the damages they may do to said lands and its appurtenances; or if they cannot agree, the damages shall be ascertained by three disinterested householders, who, being appointed for that purpose by any justice of the peace thereto required by either of the parties, shall be sworn by him, and shall then ascertain the compensation upon their own view of the ground, and of the road, earth, stone, or gravel which may have been taken therefrom, and the injury done in taking them: Provided, however, That it shall be the duty of the party making the application to show to the justice of the peace that ten days' previous notice of the time of the making the same has been given to the other party, or to some one of them; and no award which may be given under any appointment without such notice shall be obligatory or binding upon either party; and either party not satisfied with the award may appeal to the circuit court of the county in which said lands may lie, which may, at its discretion, confirm the said award, and enter it of record; or, as often as they may deem it necessary, may supersede the said viewers, or any of them, appoint others in their stead, and direct another view and award to be made in the manner aforesaid. If any

justice or freeholder shall refuse or neglect to perform the duties
115 assigned them respectively as prescribed in this section, upon being thereto required by either party as aforesaid, such justice or freeholder shall forfeit and pay to such person making the application a sum not exceeding twenty-five dollars, to be recovered before

any justice of the peace of the county of which he is an inhabitant, and shall moreover be liable to the action of the party aggrieved.

§ 8. The capital stock, together with all machines, wagons, cars, engines, or carriages belonging to the company, together with all their works and other property, and all profits which shall arise from the same, shall be vested in the respective shareholders of the company forever, in proportion to their respective shares; and the same shall be deemed personal estate, and shall be exempt from any public charge or tax whatever for the period of five years from and after the passage of this act. The said company shall have power, from time to time, to borrow such sums of money as may be necessary, subject to the prior lien of the State, for completing and finishing or operating their railroad, and to issue and dispose of their bonds for any amount so borrowed, not exceeding their unsubscribed capital, and to mortgage, if necessary, their corporate property and franchises, or any part thereof, to secure the payment of any debts contracted by the company as aforesaid; and the directors of the company may confer on any holder of any bonds issued for money borrowed as aforesaid the right to convert the principal due or owing thereon into stock of said company, at any time not exceeding ten years from the date of the bond, under such regulations as the directors may see fit to adopt.

§ 9. When payment for the stock of any subscriber or stockholder shall be fully made, the president and directors shall deliver one or more certificates of such stock, signed by the president and countersigned by the treasurer, under the seal of said company, to such subscriber or stockholder, for the number of shares belonging to him or her,
116 which certificates shall be transferable in a book to be kept for that purpose by the company and, when transferred, shall be delivered up to the president and cancelled, and new certificates be issued to the assignees; all assignment of shares partially paid in shall be entered upon the books of the company, but such assignments shall in nowise exempt the assignor, or his representatives, from liability for the payment of all sums due upon the stock assigned by him if the assignee, or his representative, shall fail to pay the same.

§ 10. Dividends of so much of the profits of said company as shall appear advisable to the directors shall be declared semi-annually, and be paid to the stockholders, or their legal representatives, on application at the office of said company, at any time after the expiration of ten days from the time of declaring the same; but the dividends shall in no case exceed the actual amount of net profits of said company, so that the capital stock shall never be impaired thereby; and if the said directors shall make any dividends which shall impair the capital stock of said company, the directors consenting thereto shall be liable in their individual capacities to the company for the amount of capital stock so divided, and each director present when such dividend shall be declared shall be considered as consenting thereto unless he immediately enter his protest on the minutes of the board, and give public notice to the stockholders of the declaring of such dividends.

§ 11. The said corporation shall make an annual report to the secretary of state of the operations of the year ending on the first day of December, which shall be verified by the oath of the treasurer and acting superintendent of operations, and filed in the office of the secretary of state by the third Monday in December in each year, and state: First. The capital stock, and the amount actually paid in. Second. The amount expended for the purchase of land for the construction of the road, for buildings, and for engines, and for cars, respectively.

117 Third. The amount and nature of its indebtedness, and the amount due the corporation. Fourth. The amount received for the transportation of passengers, of mails, of property, and from all other sources. Fifth. The amount of freights, specifying the quantity, in tons, of the products of the forests, of animals, of vegetable food, other agricultural products, manufactures, merchandise, and other articles. Sixth. The amount paid out for repairs. Seventh. The number and amount of dividends, and when made. Eighth. The number of engine-houses and shops, of engines and cars, and their character. Ninth. The number of miles run by passenger, freight, and other trains, respectively. Tenth. The number of men employed, and their occupation. Eleventh. The number of persons injured in life or limb, and the cause of such injuries. Twelfth. Whether any accidents have arisen from the carelessness or negligence of any person in the employment of the corporation, and whether such person is retained in the service of the corporation.

§ 12. If any passenger shall refuse to pay his fare or toll, it shall be lawful for the conductor of the train, and the other servants of the corporation, to put him out of the cars at any usual stopping place the conductor shall select.

§ 13. In forming a passenger train, baggage, freight, merchandise, or lumber cars shall not be placed in the rear of passenger cars; and if they or any of them shall be so placed, and any accident shall happen to life or limb, the officer or agent who so directed or knowingly suffered such arrangement, and the conductor and engineer of the train, shall each and all be held guilty of intentionally causing the injury, and shall be punished accordingly.

§ 14. A steam-whistle shall be placed on each locomotive engine, and be sounded a distance of at least forty rods from the places where the railroad shall cross any road or street, and be kept sounding until it shall have been crossed; and the said company shall be liable for all damages which shall be sustained by any person by reason of neglect thereof.

118 § 15. If any person, while in charge of a locomotive engine running upon the railroad of said company, or while acting as a conductor of a car train on said railroad, be intoxicated, he shall be deemed guilty of a misdemeanor.

§ 16. If any person shall wilfully do or cause to be done any act or acts whatsoever whereby any building, construction, or work of said company, or any engine, machine, or structure, or anything appertaining to the same, shall be stopped, obstructed, impaired, weakened, injured, or destroyed, the person or persons so offending shall be deemed guilty of a misdemeanor, and shall forfeit and pay to the company treble the amount of damages sustained by means of such offence.

§ 17. If any person shall wilfully or maliciously place any obstruction upon the line of said railroad whereby the lives of passengers thereon shall be endangered, such person or persons so offending shall be deemed guilty of a misdemeanor, and shall be punished by imprisonment in the county jail not less than three months or in the penitentiary for a term not more than five years: Provided, That nothing herein contained shall prevent the company from pursuing any other proper civil remedy at law in such cases.

§ 18. The power of condemning land for the right of way granted by the law regulating corporations, shall be construed to include necessary lands required for depots, engines, and warehouses, machine-shops, water-stations, stopping-stages, and turn-outs.

§ 19. The said company shall commence the construction of said

within ten years after the passage of this act, and may, from time to time, construct so much thereof as may be in the ability of said company.

§ 20. The directors shall appoint agents, clerks, engineers, superintendents, and other officers and servants for said company; shall keep a journal of their proceedings; shall cause correct books and accounts to be kept; they may determine by law what number of directors shall constitute a quorum, and may appoint committees to fill all vacancies in any office under said company; they shall fix the salaries of the officers and agents of said company; they make take security from their officers and agents; may adopt such measures and acts as will be best calculated to promote the prosperity and interest of said company.

§ 21. The directors shall make and advertise calls for the payment of capital stock at such times and in such manner as they may deem proper, and if any stockholder shall fail to pay such requisition within ten days after the time appointed, said company may recover the same with interest, and if not collected may declare the stock forfeited and sell the same; and no delinquent stockholder shall vote in said company.

§ 22. Said company may take voluntary relinquishments of the right of way for said road and the necessary depots and water-stations; and if the land through which said road shall pass shall belong to minors, in whole or in part, the guardian or curator shall have power to convey to said company so much of said land as may be necessary for the purposes aforesaid, on fair and equitable terms; but every such conveyance by a guardian shall be subject to the approval or rejection of the probate or county courts in which said guardianship is pending.

§ 23. If any owner of any tract of land through which said road shall pass shall refuse to relinquish the right of way for said road to said company, or if the owners be infants or persons of unsound mind or non-residents of the State, the facts of the case shall be specifically stated to the judge of the circuit court of the county in which said lands are situated, and said judge shall appoint three disinterested citizens of the county to view said lands, who shall take into consideration the value of the lands and the advantages and disadvantages of the road to the same, and shall report, under oath, what damages are done to the same, or any improvements thereon, stating the amount of damages assessed, and shall return a plat of the land thus condemned. Notice of such application to such judge shall be given to the owner of such land five days before the making of the application, if such owner reside in this State, or to his guardian; and if such owner be a non-resident of this State, he may be served with actual notice or by an advertisement for four weeks in some public newspaper.

§ 24. The persons appointed to view and value such land shall file their report and plat in the office of the clerk of the circuit court of the county in which the land, or any part thereof, is situated, and, if no valid objections be made to said report, the court shall enter judgment in favor of such owner against such company for the amount of the damages assessed, and he shall make an order vesting in said company the fee-simple title of the land in such plat and report described; objections to such report must be filed within ten days after the same shall be filed, which objections shall be examined by said judge, in term time or in vacation, and he may hear testimony, and, by judgment, confirm said report, or may set the same aside and appoint three other viewers, who shall proceed in the same manner and make their report, until a report is confirmed: Provided, That in order that the work of construction of said road may not be impeded, that after said viewers have made

and filed their report and plat in the office as aforesaid, the company, after having made a tender of the amount of damages to the person or persons, or made a deposit of the same with the clerk of the county court in which the case may be pending, shall be authorized to proceed in the construction of the work as fully as though no disagreement had arisen. In all such cases the court shall adjudge the cost of such proceedings according to equity, and the court shall have power to make such order, and take such other steps as will promote the ends of justice between the owners of such lands and the company.

§ 25. Said company may build said road along or across any State or county road, street or wharves of any city or town, and
121 over any stream or highway; but whenever said road shall cross any State or county road said company shall keep good and sufficient causeways or adequate facilities for crossing the same, and said railroad shall not be so constructed as to prevent the public from using any road, street, or highway along or across which it may pass; and when said railroad shall be built across any navigable stream said company shall erect a bridge sufficiently high on which to cross, or shall construct a drawbridge, so that in no case shall the free navigation of said river be obstructed. When any person shall own lands on both sides of said road said company, when required so to do, may make and keep in good repair one causeway or other adequate means of crossing the same.

§ 26. Said company shall commence the construction of said road within ten years after the passage of this act, and shall complete the same within twenty years thereafter, and said company shall have power to use, manage, control, and enjoy said road, shall determine what kind of carriages shall be used thereon, and by whom, and in what manner, and shall determine the terms, conditions, and manner in which merchandise, passengers, and property shall be transported, and shall have power to construct and keep such turn-outs, gates, bridges, culverts, toll-houses, depots, warehouses, causeways, and other buildings, machineries, and fixtures as may be necessary. Said company may receive such tolls and freights as may be determined upon by the directors, and shall keep posted up rates of toll and freight to be charged.

§ 27. Dividends of the profits of the company shall be made annually, and oftener if necessary; but the directors may reserve or set apart a portion of the profits as a contingent fund to meet expenses and losses.

§ 28. On every annual meeting of said company the directors shall make to the stockholders an exhibit of the affairs and condition of the company.

§ 29. It shall be lawful for the county court of any county in which any part of the route of said railroad may be to subscribe
122 to the stock of said company, and it may invest its funds in the stock of said company, and issue the bonds of such county to raise funds to pay the stock thus subscribed, and to take proper steps to protect the interest and credit of the county. Such county court may appoint an agent to represent the county, vote for it, and receive its dividends; and any city, town, or incorporated company may subscribe to the stock of said railroad company, and appoint an agent to represent its interest, give its vote, and receive its dividends, and may take proper steps to guard and protect the interest of said city, town, or incorporation.

§ 30. When said road shall be completed the company shall file a plat thereof in the office of the secretary of state, and the legislature may, at any time, require a statement from the company as to the progress of the work, the amount of business, and the receipts of the company,

and the books and accounts of said company may at any time be investigated by a committee appointed by the general assembly.

§ 31. Said company shall keep a fair record of the whole expense of constructing said road, and at the end of fifty years the State shall be at liberty to purchase said road, by paying to said company the amount which it shall be valued at by persons to be mutually chosen by the State and by said company; but two years' notice shall be given to said company of the intention of the State to purchase said railroad.

§ 32. When any person shall cease to be a stockholder he shall cease to be a member of this company.

§ 33. The operations of said company shall be confined to the general business of locating, constructing, making, and using said railroad, and the acts necessary to carry the same into complete and successful operation.

§ 34. Said company shall have power to receive and hold loans, gifts, grants, and donations of lands, money, or bonds, in any quantity, from this State or the United States, and may sell, convey, pledge, or
123 otherwise dispose of said land, money, or bonds, or any part thereof, and apply the proceeds of the same to the construction of said railroad.

§ 35. Said company shall have the power to make out, locate, and construct a railroad from some suitable point on the North Missouri Railroad, not exceeding thirty miles west of St. Charles, in St. Charles County, by the way of Louisiana, in Pike County, Hannibal, in Marion County, and Canton and Lagrange, in Lewis County, to some point near the mouth of the Des Moines River, on the northern boundary of the State, on a line the most suitable and advantageous as regards distance, grade, cost of road, and permanent value of same when completed between the town of St. Charles and the city of Keokuk, in Iowa.

§ 36. This act, and the company hereby incorporated, are exempted from the seventh, thirteenth, fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth sections of the first article of the act concerning corporations, approved November 23, 1855.

This act to be in force from and after its passage.

Approved February 16, 1857.

Objected to because said act has not been sufficiently pleaded by plaintiff. Objection overruled. Exception noted.

Defendant also objects to said evidence upon the ground that the defendant is not mentioned in said act, and that the route of said railroad did not necessarily lie through said county. Objection overruled. Exception noted.

Plaintiff's counsel then offered certain bonds in evidence purporting to be identical with those described in plaintiff's petition, corresponding as to numbers therewith.

Defendant objected, because the bonds had not been filed with said suit, and were not the foundation thereof, the suit being upon coupons purporting to have been detached from bonds described in petition, but not identical with the bonds offered in evidence; that the exe-
124 cution of said bonds offered in evidence, and the power and authority for their execution, had not been shown; that said bonds had not been stamped as required by the revenue laws of the United States in force when they were issued, and could not then be received in evidence without further steps to validate said evidence.

All of which objections the court overruled, and permitted said bonds to be offered in evidence; to which action of the court the defendant at the time then and there excepted.

All the bonds thus being in evidence, plaintiff read one bond, No. 251, also one bond issued June 13, 1871, for $500, and one bond, No. 212, of same date, for $100, each of which was in the words and figures following, to wit:

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No. .] [$500.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of five hundred dollars, in ten years from the tenth day of February, A. D. 1870, with interest at the rate of ten per centum per annum, payable annually, on the tenth day of February in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and surrender of the proper annexed coupons. This bond is issued under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, and in pursuance of an order of the county court of said Ralls County, dated February 8th, 1870, to subscribed two hundred thousand dollars to aid in the construction of the St. Louis and Keokuk Railroad; and this bond shall be countersigned by the agent of said county before the delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has
125 hereto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereto, this tenth day of February, A. D. 1870.

Five hundred (500) dollars.

[SEAL OF RALLS COUNTY COURT.] N. S. DIMMETT,
Presiding Justice of Ralls County Court, Mo.

Attest:
GEO. E. MAYHALL, *Clerk.*

Countersigned by N. S. Dimmitt, agent of Ralls County.

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No. .] [$500.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of five hundred dollars, in ten years from the thirteenth day of June, A. D. 1871, with interest at the rate of ten per centum per annum, payable annually, on the thirteenth day of June in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and

surrender of the annexed coupon. This bond is issued under the authority of an act of the general assembl of the State of Missouri entitled "An act to incorporate the St. Lo and Keokuk Railroad Company," approved February 16th, 1857, and in pursuance of an order of the county court of said Ralls County, dated March 3d, 1869, to subscribe two hundred and seventy-five thousand dollars to the capital stock of the St. Louis and Keokuk Railroad Company, and of an order amendatory thereof made by said court, dated June 13th, 1871; and this bond shall be countersigned by the agent of said county before the delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has
126 hereto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereto, this 13th day of June, A. D. 1871.

Five hundred (500) dollars.

[SEAL OF RALLS COUNTY COURT.] W. E. HARRIS,
President of Ralls County Court, Mo.

Attest:
GEO. E. MAYHALL, *Clerk.*

Countersigned by Richard Dalton, agent of Ralls County.

UNITED STATES OF AMERICA,

STATE OF MISSOURI, COUNTY OF RALLS.

(Coat of arms.) (Seal.)

No. .] [$100.

The County of Ralls, in the State of Missouri, hereby agrees to pay the St. Louis and Keokuk Railroad Company, or bearer, the sum of one hundred dollars, in ten years from the thirteenth day of June, A. D. 1871, with interest at the rate of ten per centum per annum, payable annually, on the thirteenth day of June in each year, at the National Bank of the State of Missouri, in St. Louis, Mo., on presentation and surrender of the annexed coupon. This bond is issued under the authority of an act of the general assembly of the State of Missouri entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, and in pursuance of an order of the county court of said Ralls County, dated March 3rd, 1869, to subscribe two hundred and seventy-five thousand dollars to the capital stock of the St. Louis and Keokuk Railroad Company, and of an order amendatory thereof, made by said court, dated June 13th, 1871; and this bond shall be countersigned by the agent of Ralls County before the delivery thereof. For the payment of this bond the faith and credit of said Ralls County is irrevocably pledged.

In testimony whereof the president of said county court has
127 hereto subscribed his name, and the same is attested by the clerk of said court, and the seal of said court affixed hereto, this 13th day of June, A. D. 1871.

Five hundred (500) dollars.

W. E. HARRIS,
President of Ralls County Court, Mo.

[SEAL OF RALLS COUNTY COURT.]
Attest:
GEO. E. MAYHALL, *Clerk.*

Countersigned by Richard Dalton, agent of Ralls County

All of the bonds introduced in evidence being, except as to numbers, identical with one of said three forms, and none of said bonds being stamped with any revenue stamp.

Defendant also noted its objection to said bonds: that the same were not shown to be executed by the county court of Ralls County; that the bonds of February 10th, 1870, purported to be signed by N. S. Dimmitt as presiding judge of Ralls County court, and not as president of the county court of Ralls County; and also that plaintiff had not yet shown that the coupons sued on were detached from the said bonds.

Which objections the court, at the time, then and there overruled, to which ruling of the court the defendant then and there excepted.

Plaintiff then offered in evidence the coupons sued on.

The following are copies of one of each of the three kinds of coupons offered in evidence:

50.] STATE OF MISSOURI. [50

The County of Ralls will pay to the bearer the sum of fifty dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., for annual interest due February 10th, 1877, on bond No. 345, for five hundred dollars.

GEO. E. MAYHALL,
Clerk of Ralls County Court.

50.] STATE OF MISSOURI. [50.

128 The County of Ralls will pay to bearer the sum of fifty dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., for annual interest due June 13th, 1877, on bond No. 442, for five hundred dollars.

GEO. E. MAYHALL,
Clerk of Ralls County Court.

10.] STATE OF MISSOURI. [10.

The County of Ralls will pay to bearer the sum of ten dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., for annual interest due June 13th, 1878, on bond No. 224, for one hundred dollars.

GEO. E. MAYHALL,
Clerk of Ralls County Court.

Defendant objected to the admission of said coupons in evidence because the same had not been filed with the suit on the 16th of July, 1878, but on the 27th of August, 1878, and that the same had not been stamped with a revenue stamp, as required by law, at the alleged date

of their issue; that no proof had been made as to the authority of the persons who executed same to bind the county. All of which objections were overruled by the court, and said coupons admitted admitted in evidence; to which action of the court the defendant at the time then and there excepted.

Plaintiff then offered in evidence the following depositions of Joseph M. Douglass and William G. Douglass, which are as follows:

JOSEPH M. DOUGLASS, being duly sworn on the part of the plaintiff, gave evidence as follows:

Ques. Are you the plaintiff in the case of Joseph M. Douglass vs. Ralls County, being case No. 1279, now pending in the circuit court of the United States for the eastern district of Missouri?

Ans. I am.

Ques. Where do you reside, & of what State are you a citizen?

129 Ans. I reside in Virginia City, in the State of Nevada, and I am a citizen of that State.

Ques. When do you intend to return to that State?

Ans. This evening.

Quest. How far is your home from this city?

Ans. About two thousand miles.

Ques. Are you the owner of the coupons on which the above-named suit of Joseph M. Douglass vs. Ralls County was instituted, and are you the owner of the bonds from which said coupons were detached? And, if so, state when and through whom you purchased said bonds and coupons.

Ans. I am the owner of the coupons on which this suit was instituted, and the owner of the bonds from which they were detached. I purchased them about the latter part of 1874, 1875, and in the early part of 1876, through my brother, Wm. G. Douglass, who purchased them from Donaldson & Fraley. As they were purchased for me by my agent, I could only tell from whom and at what price he purchased them by his reports to me. They cost me about from 84½ cents to par. I may be mistaken in a half cent.

Ques. At the time of purchasing said bonds did you know, or have you any reason to know, that said bonds were illegally or fraudulently issued?

Ans. I did not.

Ques. Have you ever heard, even up to the present time, or have you now, or have you ever had any reason to suspect, that there was any fraud practiced by the officers who issued said bonds in the issuance thereof?

Ans. No, sir.

Ques. At the time of purchasing said bonds do you know, or have any reason to believe, that the statements contained in said bonds were in anywise untrue?

Ans. I had not seen them before they were purchased by my agent, and I had no knowledge or belief that any statement contained in the bonds was untrue.

130 Ques. At the date of purchasing said bonds did you know, or have any reason to believe, that said bonds were issued at any other date than that given in the bonds as the date of their execution?

Ans. I did not.

Ques. At the time of purchasing said bonds did you know, or have any reason to believe, that said bonds were issued in payment of any other subscription than that made by Ralls County to the St. Louis & Keokuk Railroad Company?

Ans. No, sir.

Ques. Did you ever examine or see the records of Ralls County concerning the issuance of said bonds?

Ans. No, sir; I have not.

Ques. At the time of purchasing said bonds had you ever heard that said bonds were issued to any branch railroad, or to any consolidated railroad, or to any railroad whatever other than the St. Louis & Keokuk Railroad Company?

Ans. No, sir.

J. M. DOUGLASS.

WM. G. DOUGLASS, on the part of plaintiff, testified as follows:

Q. Where do you reside?

Ans. About ten miles from Louisiana, Missouri, and something over a hundred miles from St. Louis.

Ques. What is the condition of your health?

Ans. Very poor.

Ques. Do you intend leaving this climate on account of your health; and, if so, when will you leave and where will you go to?

Ans. I shall leave this evening, and go to Virginia City, Nevada. I don't know how long I shall remain there, perhaps a year or longer; it depends upon my health.

Ques. Did you purchase for your brother, Joseph M. Douglass, the bonds from which the coupons were detached, in the case of Joseph M. Douglass vs. Ralls County, case No. 1279, now pending in the United States circuit court for the eastern district of Missouri?

131 Ans. I did. In a former examination in another case I made a statement of my purchase of Ralls bonds of the June issue; this was in a suit on coupons of that issue. I have since thought of that examination, and thought perhaps the questions that were then asked me might have been construed to mean February's issue also, but I did not so understand it then.

Ques. At the time of said purchase were the coupons sued on in case No. 1279 above mentioned attached to the bonds?

Ans. They were.

Ques. State when you purchased said bonds for your brother, of whom, and at what price.

Ans. I purchased the bonds about the latter part of the year 1874, during the year 1875, and in the early part of the year 1876, of Donaldson & Fraley, and my recollection is that I paid from 84½ cents to about par.

Ques. Did you detach the coupons sued on in said case from the bonds?

Ans. Mr. Overall and myself detached most of them. A few I had detached myself before that time.

Ques. At the time of purchasing said bonds for your brother did you know, or have any reason to know, or suspect, that said bonds or any of them were illegally or fraudulently issued?

Ans. I did not.

Ques. At the time of purchasing said bonds did you have any reason to suspect that there was any fraud practiced by the officers who issued said bonds in the issuance thereof?

Ans. I never had.

Ques. At the time of purchasing said bonds did you know, or have any reason to believe, that the statements contained in said bonds were in anywise untrue?

Ans. I had not.

Ques. At the time of purchasing said bonds did you know, or have any reason to believe, that said bonds were issued at any other date than that *those* given in the bonds as the date of their execution?

Ans. I did not.

Ques. At the time of purchasing said bonds did you know, or have
132 any reason to believe, that said bonds were issued for any other purpose than to pay a subscription made by Ralls County to the St. Louis and Keokuk Railroad Company?

Ans. I did not.

Ques. Did you examine or see the records of Ralls County concerning the issuance of said bonds?

Ans. No, sir. I bought those bonds relying upon the facts recited upon the face of the bonds, and having no reason to believe that anything stated upon the face of them was untrue.

Ques. At the time of purchasing said bonds had you ever heard that said bonds were issued to any branch road, or to any consolidated road, or to any other kind of a road than the St. Louis and Keokuk Railroad Company?

Ans. I had not.

W. G. DOUGLASS.

To the admission of which depositions in evidence defendant objected, because said depositions, upon the face thereof, appeared to have been taken without proper notice to defendant, and because the testimony therein contained was incompetent and irrelevant; all of which objections the court overruled, and permitted said depositions to be read in evidence; to which action of the court defendant then and there excepted.

Plaintiff then offered in evidence a paper purporting to be a certified copy of the bond and coupon register of Ralls County, Missouri, for the purpose of showing that the county court of Ralls County had paid interest upon bonds therein described during the years 1871, 1872, 1873, 1874, 1875, and 1876.

Objected to as incompetent testimony as to said alleged payments; that such a registry did not establish payment of interest; and as incompetent evidence because said facts had not been pleaded as an estoppel, could only be so pleaded, not in chief, but in reply, and said evidence should have been offered in rebuttal and not in chief; all of which objections the court overruled, and permitted said certifi-
133 cate to be read in evidence; to which action of the court the defendant at the time then and there excepted.

Said registry contained the following headings and certificate, and one line of each issue of bonds is given, the other lines being similar, there being one line for each bond issued.

134

Date of bond.	Date of issue.	No.	Class.	Designation or purpose.	Am't of bond.	To whom issued.
February 10, 1870.	February 10, 1870.	1	1	Subscription to St. L. & K. R. R.	500 00	St. Louis & Keokuk Railroad Co.
June 13, 1871.....	June 13, 1871.....	401	2	Subscription to St. Louis & Keokuk R. R.	500 00	St. Louis & Keokuk Railroad Company.
June 13, 1871.....	June 13, 1871.....	1	2	Subscription to St. Louis & Keokuk R. R.	100 00	St. Louis & Keokuk Railroad Company.

Bonds when payable.	Interest.		Am't of coupons.	Number of coupons.					
	Rate.	When payable.							
	Per ct.								
February 10, 1880.	10	Annually.....	50 00	No. 1. Paid.	No. 2. Paid.	No. 3. Paid.	No. 4. Paid.	No. 5 Paid.	No. 6. Paid.
June 13, 1881.....	10	Annually.....	50 00	No. 1. Paid.	No. 2. Paid.	No. 3. Paid.	No. 4. Paid.	No. 5.	No. 6.
June 13, 1881.....	10	Annually.....	10 00	No. 1. Paid.	No. 2. Paid.	No. 3. Paid.	No. 4. Paid.	No. 5.	No 6.

STATE OF MISSOURI,
County of Ralls, ss:

I, W. B. Stevens, clerk of the county court within and for the county of Ralls, State of Missouri, do hereby certify that the above and foregoing is a full, true, and complete copy of the bond-register of said county, containing entries of all payments of all coupons paid by the county of Ralls for interest upon railroad bonds of said county issued February 10th, 1870, and June 13th, 1871, as the same appears of record now remaining in my said office.

Witness my hand as clerk, and the seal of said court hereto attached. Done at office in New London, this 12th day of September, 1878.

[SEAL.] W. B. STEVENS, *Clerk.*

135 Here plaintiff closed his case.

Whereupon the defendant requested the court to instruct the jury that upon the case as made by plaintiff he could not recover, which instruction the court refused to give, to which action of the court the defendant at the time then and there excepted.

Thereupon the defendant, to sustain the issues upon its part made, offered in evidence as follows:

DEF'T'S EVIDENCE.

The defendant offered in evidence the following deposition of Nimrod Waters, for the avowed purpose of showing that the records purporting to be records of the county court of Ralls County were not inscribed in said books at the terms at which they purported to have been made; that they were frequently entered therein a year after the dates named, and that none of them were so inscribed, signed, or approved at an earlier period than the term succeeding that at which they purported to have been, and that said orders were not made by said court.

Nimrod Waters' deposition.

I am fifty-one years of age; reside in the county of Ralls, in the State of Missouri. I have resided the most of that time in said county—since the year 1831.

Question by def't. (Witness is shown the minute book of the county court of Ralls County, page 196, and record book B, pages 387 to 390 inclusive, and asked to read the minute upon the minute book, "Order to appropriate $275,000 for railroad purposes," and the order as recorded upon pages 387 to 390 inclusive, in record book B, of the Ralls County court.) Having first stated whether or not at that date, namely March 3rd, 1869, you were a justice of the county court of Ralls County, duly elected and qualified, then proceed to state whether or not you ever,

as a justice of said county court, made or caused to be made any such orders or entries, or were present in said court when any such
136 orders were presented or read therein.

Ans. I was elected county court justice with Justice Harris at the general election in November, 1866, and was commissioned for two years by the governor of Missouri. By some decision of the att'y general of the State of Missouri there was no election for county court justices at the general election in November, 1868, he having decided that my term of office lasted for four years, consequently I held my office for more than the time for which I was commissioned. By an act of the legislature, my term of office expired in April, 1870. I was acting as justice of the county court March 3rd, 1869. I was not present at any session of the county court on March 3rd, 1869. My recollection is positive on this point. I never made any such order as appears on the record of March 3rd, 1869, at pages 387 to 390 of said record B, of the Ralls County court on that day, nor do I recollect of ever having voted for an appropriation to the St. Louis and Keokuk Railroad Company in court prior to March 3rd, 1869; furthermore, I feel positive and certain that I did not.

Question by same. (Here witness is shown minute book of the Ralls County court, page 257, and record book B, page 455, both dated February 11th, 1870, and each containing the following entries—the minute book, "Ordered that the bonds provided for in the order of this court February 8th, 1870, to St. Louis & Keokuk R. R. Co. be issued in due form, and placed on deposit in the National Bank of the State of Missouri;" and the record on book B being substantially the same; and asked to state whether he was present in the county court of Ralls County upon said dates, or whether, as a justice of said court, he ever made, or assisted in making, either of said orders described in said entries.)

Answer. I was not present, nor did I assist in making said orders.

137 Cross-examined by JOHN H. OVERALL, att'y for plaintiff:

Question. Is it not true that the minutes of March 3d, 1869, on the minute book, page 196, and the record in record book B of the Ralls County court, page 387, show that you were not present on said 3rd day of March, 1869, when the original order making the subscription of Ralls County to the St. Louis & Keokuk Railroad Company was made by the county court of Ralls County?

Answer. The minutes show present, Dimmitt and Harris (justices), and the records show present, Justices Dimmitt and Harris; absent, Justice Waters.

Question. Is it not also true that the minutes of February 11th, 1870, in the minute book at page 257, and the record in record book B, page 455 of the proceedings of the county court of February 11th, 1870, show that you were absent?

Ans. They do so show.

Question. Then if you were not present, as shown both by the records and your own testimony, of course you could not, as a county court justice, have made either of the orders of those dates.

Ans. That is correct.

Question. Examine the minute book, page 252, amending the order of March 3rd, 1869, and also the record book B, page 450, setting out in full said amended order, and state whether you were present at that meeting of the county court, which was on February 8th, 1870.

Ans. The records, both minute book and record book, say that I was present, and that is my recollection.

Question. Is it not true that you voted against the order of February 8th, 1870, amending the order of March 3rd, 1869, making the subscription, and that Justice Harris voted in favor of it, and that Justice Dimmitt voted in favor of it, giving the casting vote?

Ans. That is my recollection, and the records so show.

Question. When did you go out of office first?

Ans. In April, 1870.

Question. Were you re-elected to the office of justice of the
138 county court?

Ans. I was, at the general election, 1870.

Question. Examine the minute book, pages 324 and 325, containing the proceedings of February 6th, 1871, also record book B, page 518, of the said court of the same date, and state whether you were present at that time.

Ans. I was.

Question. It appears from said minute book and said record that there was ordered to be paid the sum of $9,000 of the interest falling due February 10th, 1871, on the bonds of Ralls County, in payment of the subscription of the said county to the St. Louis & Keokuk Railroad Company. Was such an order made?

Ans. It was, according to the minutes and records, and that is my recollection also.

Question. Did any judge of the county court dissent from the order of February 6th, 1871?

Ans. I think not.

Question. I should have asked you whether you were re-elected judge in 1870, and, if so, when you went into office, and how long you continued judge of the Ralls County court?

Ans. I was re-elected at the general election in November, 1870, went into office January, 1871, and continued to act under that commission for nearly six years, until December, 1876.

Question. During the time you were such justice, did the county court order taxes to be levied to pay interest on the bonds issued by Ralls County to the St. Louis and Keokuk Railroad Company?

Ans. The county court did make such levy, not every year; but some of the years that I was a justice, they did not.

Question. Was such levies made by the unanimous approval of said court while you were such justice?

Ans. My recollection that such levies were by unanimous vote. I don't remember any dissenting vote now.

Question. Were coupons on said bonds paid by order of the county court while you were judge?

139 Ans. There were coupons paid purporting to be coupons of Ralls County bonds. I don't know that they were all paid, but think they were—at least the principal part of them.

Question. Do you mean coupons on bonds purporting to have been issued by Ralls County in payment of subscription to the St. Louis and Keokuk Railroad Company?

Ans. I do—both of the February and June issue.

Question. Were they so paid by order of the county court; and, if so, was it by unanimous consent of the court?

Ans. They were so paid, and by unanimous consent of the court, or if there was any objection I don't remember it.

Question. While you were such justice, was the agent of Ralls

County ordered to vote for directors of the St. Louis & Keokuk Railroad Company; and, if so, was such order made by the unanimous consent of the court?

Ans. My recollection is that the agent was so ordered to vote; whether it was by unanimous vote of the court I don't remember, nor do I remember that the records show. I think once or twice the vote was not unanimous.

Question. While you were such justice, were some of said bonds ordered by the county court of Ralls County to be sold?

Ans. They were.

Question. Is it not your recollection that all the above facts to which you have testified are correctly shown by the records of the proceedings of the county court of Ralls County?

Ans. That is my recollection, but I could not be positive without referring to each entry. It has been several years since said entries were made—some of them, at least.

Question. It is true that you were not present at the meeting of the court on *the* March the 3rd, 1869, but is it not also true that soon thereafter you knew that the county court of Ralls County had made
140 this subscription to the capital stock of the St. Louis & Keokuk Railroad Company?

Ans. I don't remember how long thereafter it was before I knew that the subscription was made.

Question. According to your best recollection, how long afterwards was it before you were so informed?

Ans. There is no circumstance that I can call to mind now by which I can recollect the length of time.

Question. Did you not receive such information within a month or two, according to your best recollection?

Ans. To approximate to the time, I would say it was a month or less.

Question. Did you ascertain such fact when the county court of Ralls County next met, after the subscription was made?

Ans. My impression is, that I first heard of it during the time intervening between the 3rd of March and the next sitting of the court. When I first heard of it I don't now recollect.

Question. Had there been a consultation of the judges of the county court, including yourself, as to whether such subscription should be made?

Ans. During the winter of 1868 & 1869 there were several consultations on railroad matters, if I recollect right, in Judge Dimmitt's office, and perhaps at other places, but not as a court.

Question. Was it not finally agreed in one of such consultations that the subscription should be made?

Ans. If it was, and if we agreed to pass it in court at any particular time, I have no recollection of it.

Question. Do you mean if it was agreed to pass it in court at any particular time you have no recollection of it, or do you mean that there was no understanding that the subscription should be made?

Ans. My recollection is that there was no definite understanding, on my part at least, as to either.

Question. Was it not tacitly or generally understood at one of
141 such consultations that the subscription should be made?

Ans. Well, I think not. I did not so understand it myself; that is my present recollection.

Question. At the next meeting after March 3rd, 1869, of the county

court did you make any effort to have the order making the subscription, rescinded?

Ans. I don't recollect whether I did or not; about that time—the exact time I can't recollect—there was a strong talk that there would be a meeting held, about that time, of the people to determine what would be best to do; that is, I should say, of the people in my section of the county. It was generally understood by those with whom I talked that an effort on my part to have the order of March the 3rd, making the subscription rescinded, would be useless, as I was in a minority, the other two judges being in favor of it.

Question. Then, I understand that one of the reasons why you did not endeavor at the next term of the court to have the order of subscription rescinded was because it would have been unavailing, as the other two judges who had made the order were still in favor of it?

Ans. That was one of my reasons; yes, sir.

(Protesting against all the foregoing examination as being in chief and not cross-examination, defendant proceeds toa re-examine said witness.)

Question. You have been asked by pl'ff's counsel whether it is not true that record book B, pages 387 to 390, inclusive, show that you were not present on March 3rd, 1869, when the original order making the subscription of Ralls County to the St. Louis & Keokuk Railroad Company was made by the county court of Ralls County. In order to properly ascertain the effect of your answer to said question, I asked you whether you ever had any knowledge, except from hearsay, or
142 from upon said book, that any such attempt had been made to subscribe stock to the St. Louis and Keokuk Railroad Company.

Ans. My knowledge was derived from hearsay, and what I saw on the records, afterwards read to me; that is my recollection of it, at least.

Question. I ask you whether you can swear that you saw the words now written upon record book B, pages 387 to 390, inclusive, at any time within six months after March 3rd, 1869?

Ans. I don't remember now when I first saw it as it now stands; have no recollection.

Question. When did you first see the entry of the words "order to appropriate $275,000 for railroad purposes," as the same now appear at the bottom of page 196 of the minute book of the county court of Ralls County, now before you?

Ans. I do not recollect.

Question. When you first saw it, were the words "see copy," in brackets, and "certified copy furnished," in brackets, written below said entry?

Ans. I do not recollect. Unless I particularly charge my memory with things of that kind, I am not apt to recollect such things. In other words, to recollect anything distinctly, I have to charge my memory with it.

Question. Is it not true that in the conversations which you had with the members of the court, and other persons, about said alleged subscription was to be tendered to the company purporting to be the St. Louis and Keokuk Railroad Company upon the express and unqualified condition that said company should adopt as the route of their railway a direct line from the the North Missouri Railroad line, passing through Bowling Green, or the center of Pike County, avoiding Louisiana, and from Bowling Green to New London?

Ans. My recollection is that I heard something of that kind talked

of, perhaps by members of the court, or perhaps by others, but I recollect nothing definite. In other words, I was not very well posted in railroad matters, and recollect very little about it.

143 Question. If you had ever seen and read, after the 3rd of March, 1869, a manuscript copy of the order of said court, now purporting to be recorded in record book B of the Ralls County court, at pages 387 to 390, inclusive, is it not likely that the contents of said paper would be impressed upon your mind, and that you could now recall the fact of having seen it?

Ans. I think it likely I could; don't know that I could.

Question. Do you remember ever having seen any paper purporting to be a manuscript order of said court, as referred to in the said minute book of the Ralls County court by the words "see copy," at the bottom of page 196 of said minute book?

Ans. I have no recollection at present of having seen it.

Question. Can you swear that on the 8th day of February, 1870, when the court made the order from which you then dissented, and which now purports to be entered upon record book B of the Ralls County court, at pages 450 & 451, that the matter now written upon said record B, at pages 387 to 390, had then been there inscribed?

Ans. I shall have to answer that I cannot, for I do not now recollect. I do not recollect when I first saw the record on pages 387 to 390, inclusive.

Question. When the court made the order of February 8th, 1870, from which you dissented, was it not distinctly understood that the subscription then made by said order was to the ridge route of the company purporting to be the St. Louis & Keokuk Railroad Company, and that said route passed in a direct line from the North Missouri Railroad line through the center of Pike County, avoiding Louisiana?

Ans. My recollection is that there was something of the kind talked of, but not being well posted at the time in railroad matters I could not state anything definitely; in other words, that the road would

144 be built on the ridge or interior line. How Louisiana was to be avoided, in building the road, I don't know what the programme was.

Question. From the 1st of January, 1867, you have stated that you and Judge W. E. Harris, together with Judge N. S. Dimmitt, sat upon the bench of the county court of Ralls County until April, 1870. During that time was there any vote had for the election of a presiding officer of said court? If not, state how Judge Dimmitt exercised the functions of presiding officer of said court.

Ans. There was no election for presiding justice of the Ralls County court. Judge Dimmitt exercised the office of presiding justice by virtue of an act of the legislature of, perhaps, March, 1866 (don't remember the exact date of the act), creating the office of probate judge of Ralls County, commencing after the general election of 1866, or as soon thereafter as he was commissioned and sworn in. Said Dimmitt was commissioned and sworn in as probate judge and ex-officio president or presiding judge of the Ralls County court Jan'y 1st, 1867, if I am not mistaken.

Question. You speak of an opinion by the attorney-general that there should be no election for county justice in November, 1868. Did you ever see said opinion, or did you know it only by hearsay?

Ans. I only knew it by hearsay. I don't know whether it was a decision or an opinion.

Question. You have testified at great length, in response to questions by plaintiff's counsel, about entries upon the records of action of the

court concerning levies of taxes, payment of interest, and other circumstances relating to the St. Louis and Keokuk Railroad Company. Is your recollection of the details of said several orders the result of inspection of the entries of the orders as they now appear upon the books, and would you remember the details of said orders without having recently inspected the same?

Ans. Partly from inspection and partly from recollection. To
145 give them all in detail, in full, I suppose I would have to refer to the records for some of them at least, and perhaps all, unless I had time to study them over, not having had my attention called to them before for some length of time.

Question. Did you vote, or would you have voted, for any order paying interest, or levying taxes to pay interest, upon bonds purporting to have been issued by Ralls County to the St. Louis & Keokuk Railroad Company, if you had not been led to believe that the previous action of Harris and Dimmitt in making the order of March 3rd, 1869, had obligated the county authorities to take such action as you then took?

Ans. I would not. That is my recollection, that I would not. Believing at the time that the order of March 3rd, 1869, and the order of February 8th, 1870, taken together, were binding or obligatory upon the county, I voted for the levies.

Question. Was there more than one issue of bonds made by the county of Ralls to the company purporting to be the St. Louis and Keokuk Railroad Company?

Ans. There was.

Question. Did you vote for one of said orders?

Ans. I did.

Question. Is it not true that from the time you came upon the bench in 1867, and for several years thereafter, that the records of the county court of Ralls County were months behindhand?

Ans. From January, 1867, until I went out of office the first time, the records were frequently, and, for aught I now recollect, were generally behind in being read up. I have been trying for the last day or two to recollect some circumstance or other by which I could determine the length of time the records at any given time were behind, but cannot. From the time I went into office the second time the records were, as our rule was, *were* read up almost invariably, if I recollect right, once a
146 quarter, always reading the records at the beginning of the next quarter. For instance, the records of the May term were read up at the August term, and of the August term at the November term, and so on, at leisure time during the sitting of the court; in other words, when there was no other business before the court. We generally aimed to get through one book when we took it up, the records being kept in several different books, as the school record, road record, general record, etc.

Question. Was it the custom, either during your first or during your second term as justice of the county court of Ralls County, to have full minutes of the proceedings of the court during each day kept and read upon the succeeding day in open court?

Ans. Minutes were kept in the minute book in full of all short orders, but any orders that were lengthy at all it was customary to file a copy of the order; the clerk would then make a minute in his minute book referring to it, from which the clerk would make up the general record. He never pursued the rule of reading on each succeeding day in open court the minutes of the preceding day.

Question. I ask you whether there was not in this community a wide-

spread impression that the authority of Judge Dimmitt as ex-officio president of the county court conferred upon him merely the right to preside in said court, without the power to vote in its deliberations?

Ans. There was such an impression to a certain extent. How widespread it was I cannot say. I have heard it talked of.

Question. Were you not urged, upon occasions when this railroad business was before the court, by prominent citizens of Ralls County, to avoid attending sessions of said court, at which mischief was threatened, in order thereby to invalidate any action that the remaining members of the court might take?

147 Ans. I think not. I was advised somewhat both ways, but mostly the other way, or to be in court on all such occasions.

Question. Did those who advised you to be in court oppose or favor the issue of bonds?

Ans. They opposed the issue of bonds.

Question. Did they not assign as a reason for urging your presence in court that you might exercise your personal and official influence against the adoption of any such order of subscribing stock or issuing bonds?

Ans. One of the main ones, perhaps, at that time, the leader of the opposition, at least I so considered him, wrote to me on the subject, and in his letter he stated that by or with the consultation of counsel, and I think he said the citizens of the county, I had better be in court and oppose the issue and signing of the bonds.

Question. Have you any Ralls County bonds purporting to be issued to the St. Louis and Keokuk Railroad Company?

Ans. I have not. I have no interest in them; I never had any of them.

Recross-examination by plaintiff's attorney:

Question. Was any dissent made to Justice Dimmitt's acting as presiding judge of the Ralls County court by either yourself or any other member of said court?

Answer. None that I recollect of.

Quest. In making orders for the issue of bonds, levy of tax to pay interest thereon and payment thereof, and instructing the agent of the county to vote for directors of the St. Louis and Keokuk Railroad Company while you were a member of the court, did the court frequently have occasion to examine the order subscribing stock to said railroad recorded in record book B, beginning on page 387, and the modifying order recorded in the same book, beginning at page 450?

Answer. Sometimes; most generally to the amended order beginning at page 450 of record book B of February 8th, 1870.

Ques. I believe I understood you to say that you voted for the order directing the issue of a part of the bonds.

Answer. I voted for one issue of the bonds—the June issue of the bonds—in 1871.

Ques. Previous to that time had there been issued the $200,000
148 of the bonds of February 10th, 1870, issued in payment of the subscription to the main line of the St. Louis and Keokuk Railroad Company?

Answer. Yes; they had been issued.

Ques. Were the bonds of February 10th, 1870, of the denomination of $500 each, and numbered from 1 to 400, inclusive?

Answer. They were.

Re-examined by def't's attorney:

Ques. Can you swear that at any time before the 19th day of March,

1870, the record purporting to be the order of March 3d, 1869, now recorded in book B, pages 387 to 390, inclusive, was read from said book in court, or that you ever saw it prior to March 19th, 1870?

Answer. From my present recollection I cannot. I do not remember now when I first saw it.

Quest. Have you read what purports to be an order of the county court of Ralls County, recorded in book B, at pages 450 and 451, as of date February 8th, 1870?

Answer. I have.

Ques. Can you swear that said entry does not vary materially in its details and provisions from the order actually presented and voted for in said court on the 8th February, 1870?

Answer. I cannot, from the fact that I never heard the original order read but once—that more than seven years ago; nor have I seen the original order since I heard it read, that I recollect of.

Recross-examination by plaintiff's counsel:

Ques. Can you swear that the entry last above referred to by you does vary in any particular from the order as originally made by the court?

Answer. I cannot, from the fact or reason that I never heard the original order read but once, and that was more than seven years and a half ago, nor have I seen it since, to my recollection.

Ques. Is this writing on pages 450 and 451 of record book B the written order of February 8th, 1870, to which you say reference was frequently made by the county court of Ralls County when making
149 orders for levying tax to pay interest on the bonds of the county issued to the St. Louis and Keokuk Railroad Company, and orders directing the agent of the county to vote for directors of said road, and such other orders as you have heretofore mentioned?

Answer. This is the one.

NIMROD WATERS.

Also stipulation in regard to said deposition, as follows:

In the circuit court of the United States for the eastern district of Missouri.

JOSEPH M. DOUGLASS, PL'FF.
vs.
RALLS COUNTY, DEFENDANT.

It is agreed in the above-entitled cause that the depositions of witnesses taken in case No. 1075, Wm. G. Douglass vs. Ralls County, formerly pending in this court, and the deposition of N. W. Buchanan, in case No. 848, Stern vs. Ralls County, formerly pending in this court, may be read in evidence by either party upon trial of the above entitled cause, subject only to objections as to relevancy or competency of such evidence. In consideration of the foregoing agreement, it is agreed that the costs of case No. 1075 shall be taxed against the defendant in this cause.

HENRY A. CUNNINGHAM,
Att'y for Defendant.
OVERALL & JUDSON,
Atty's for Pl'ff.

(To the admission of which deposition in evidence plaintiff objected

as immaterial and irrelevant, which objection the court sustained; to which action of the court the defendant at the time then and there excepted.)

Defendant then offered in evidence the house and senate journals of the adjourned session of the twenty-third general assembly for
150 the purpose of showing that an act of the general assembly of the State of Missouri, entitled "An act concerning county courts and the justices thereof in the county of Ralls, Jasper, &c.," approved March 19, 1866, never became a law, as required by the organic law of the State then in force.

(Objected to by plaintiff as irrelevant. Objection sustained, to which ruling of the court in excluding said evidence the defendant then and there excepted.)

Defendant then offered to prove that a certain act entitled "An act of the general assembly of the State of Missouri to enable counties, cities, and incorporated towns to fund their respective debts," approved March 24, 1868, never became a law.

(Objected to as irrelevant and excluded by the court, to which ruling of the court defendant then and there excepted.)

Defendant then offered in evidence the following deposition of J. W. Buchanan, as follows:

1. Int. State your name, age, and residence.

Answer. My name is Joseph W. Buchanan; my age is sixty-one years; my residence is near the town of New London, in the county of Ralls, in the State of Missouri.

2. Int. State whether or not you have been commissioned or acted as justice of the county court of Ralls County; if so, state when you so acted or were so commissioned.

Answer. I acted as such justice of the county court of Ralls County from the fourth day of April, 1870, to the 23d day of January, 1871, under and by authority of a commission issued in my favor by the governor of Missouri.

3rd int. State whether or not on and after the 24th day of January, 1871, you ever made any claim to said office?

Answer. I did cause a notice to be served on Waters and Northcutt, contesting their election on the ground that they were not legally elected; but I failed to prosecute, but let the matter go by default, and abandoned any further claim to the office.

151 4th int. State whether or not there was published or served upon any one any notice of said claim?

Answer. The answer to this question is fully stated in the answer to the third interrogatory.

JOSEPH W. BUCHANAN.

(Objected to by plaintiff and excluded by the court as immaterial, to which ruling of the court the defendant at the time then and there excepted.)

Defendant then offered to prove that at no time, either prior or subsequent to the dates of the issue by said county court of said bonds offered in evidence by plaintiff, did the county court of Ralls County cause any election to be held in said county to ascertain the sense of the tax-payers of said county as to any subscription to the capital stock of the St. Louis and Keokuk Railroad Company, or to ascertain the sense of said tax-payers as to whether any such subscription should be paid by issues of county bonds, or by taxation; or for or against paying any subscription by direct taxation; that at no time, at any

election ever held in Ralls County, have a majority of, or any of, the resident voters of said county voted in favor of any subscription by said county or by the county court of said county to the capital stock of the said St. Louis and Keokuk Railroad Company; that at no general or special election ever held therein have two-thirds of the qualified voters of Ralls County ever assented to any subscription of capital stock by or any loan of the credit of said Ralls County to said St. Louis and Keokuk Railroad Company, or to any subsequent acts of the county court of Ralls County, accepting stock in said pretended St. Louis and Keokuk Railroad Company, or in paying interest on said bonds, or in any wise recognizing said corporation, or in ratifying any subscription of stock, issue of bonds, or other orders or acts of
152 any county court of Ralls County; that the county court of Ralls County has never, at any time, since the 16th day of February, 1857, ordered any special or general election to be held in said county, in order to obtain the assent of two-thirds of or a majority of the qualified voters of said Ralls County to any of the acts, orders, or pretended orders of said court, touching or concerning said bonds, which evidence the court excluded, as having already been passed upon or demurred, and as immaterial and incompetent evidence, to which ruling of the court the defendant then and there excepted.

This was all the testimony offered upon the trial of said cause; whereupon the court charged the jury as follows:

Charge.

GENTLEMEN OF THE JURY: Nearly every involved point in this controversy, so far as the law is concerned, having been passed upon by this court when Judge Dillon was on the bench, as well as myself, there is very little of fact in it for you to consider, and I state these facts very briefly here.

The court instructs the jury that if the coupons sued on were detached from the respective bonds offered in evidence (you have had testimony on that point), and that the plaintiff was the holder thereof at the commencement of this suit, then the plaintiff is entitled to recover, inasmuch as the defendant has offered no competent evidence in support of the special defenses now in issue in this case.

If the jury find for the plaintiff, they will assess the damages for the amount of the coupons sued on, with interest on them respectively, from their maturity, at the rate of six per cent. per year.

To the following portions of which charge defendant at the time then and there excepted:

153 To that portion of said charge which instructed the jury that the only issues of fact for their consideration were as to whether the coupons sued on were detached from the bonds sued on, and as to whether plaintiff was the holder thereof at the date of the institution of suit; because it precluded the jury from passing upon and determining various issues of fact, joined as to the power and authority of the persons who had undertaken to execute the instrument sued on, and thereby bind the defendant, and virtually declared that plaintiff, under the pleadings, and by the evidence offered, had established the existence of said power and authority.

Defendant excepted to that part of said charge which instructed the jury that defendant had offered no competent evidence in support of the issues by it made.

Def't's instructions.

The defendant, upon its part, requested the court to give the following instructions to the jury:

1. The jury are instructed that in order to justify a judgment for plaintiff against the defendant in this cause the jury must be satisfied from the evidence that there existed on and after the 3rd of March, 1869, a corporation organized under the provisions of an act of the general assembly of the State of Missouri, entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16th, 1857. If the jury believe from the evidence that such a corporation never existed, the alleged acts of the county court of Ralls County, as recited in the bonds from which coupons sued on are alleged to have been detached, cannot bind the defendant, because in the absence of such evidence as to the existence of said corporation the county court of Ralls County was not, in making said bonds, the agent of said county.

154 The jury are instructed that the existence of such corporation known as the St. Louis and Keokuk Railroad Company must be established by other evidence than the recitals in the bonds from which said coupons sued on are alleged to have been detached, because to hold that said fact could be established exclusively by the recitals in said bonds would permit persons whose authority as agents depended upon a certain fact to establish that fact, and their consequent power as agents to bind and estop an alleged principal in the same instrument executed only by themselves.

2. The jury are instructed that under the provisions of an act entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," enacted by the general assembly of the State of Missouri, approved February 16, 1857, the county court of Ralls County had no power to issue bonds of the said Ralls County, bearing interest at the rate of ten per cent. per annum, payable semi-annually, at the date of the alleged issues of bonds of said county February 10th, 1870, and June 13th, 1871.

3. The jury are instructed that the act of the general assembly of the State of Missouri, entitled "An act to incorporate the St. Louis and Keokuk Railroad Company," approved February 16, 1857, was a mere offer on the part of the State to the corporators therein named, and might be withdrawn or modified at any time before the acceptance by the corporators, or any nine of said corporators therein named.

If, therefore, the jury find from the evidence that said act of incorporation was not accepted prior to the 4th day of July, 1865, then section 29 of said charter, in so far as the same authorized the county court of any county through which the route of said St. Louis and Keokuk Railroad may be to subscribe stock in said railroad company, and issue bonds of said county to raise funds to pay such subscription, was so

155 modified by the organic laws of the State of Missouri as hereafter to require as a condition precedent to such subscription of stock or issue of bonds the assent of two-thirds of the qualified voters of such county at a general or special election to be therein held, and if the jury further find from the evidence that no such assent of the qualified voters of Ralls County was had to the aforesaid act of the county court of said county in subscribing stock and issuing bonds from which coupons sued on purport to have been detached, the jury will find for the defendant.

Each of which instructions the court refused to give, to which refusal of each of said instructions thus prayed the defendant, by its counsel, at the time then and there excepted.

Under the charge as given by the court the jury found a verdict for the plaintiff.

And afterwards, on the 19th day of October, 1878, the defendant filed its motion for a new trial, as follows:

Motion for new trial.

JOSEPH M. DOUGLASS }
vs.
RALLS COUNTY. }

Now comes the defendant, by its attorney, and moves the court to set aside the verdict and judgment in this cause entered for the reasons—

1. The court admitted illegal and incompetent evidence offered by plaintiff.
2. The court excluded legal and competent evidence offered by defendant.
3. The court erred in its charge to the jury.
4. The court erred in refusing to give the instructions numbered 1, 2, 3, 4, 5, 6, 7, 8, and 9 asked by the defendant.
5. The damages assessed by the jury are excessive, in this, that interest has been allowed from the maturity of the coupons sued on, although issue was joined as to alleged demand, and no evidence in support of plaintiff's allegation was presented to the jury.

156 6. The verdict of the jury is against the evidence presented at the trial.

HENRY A. CUNNINGHAM,
Att'y for Defendant.

Which motion the court, on the 21st day of October, 1878, overruled, to which ruling and order of the court the defendant at the time then and there excepted.

Defendant also filed its motion in arrest of judgment, as follows:

In the circuit court of the United States for the eastern district of Missouri, Sept. term, 1878.

Motion in arrest.

JOSEPH M. DOUGLASS, PLAINTIFF. }
vs.
RALLS COUNTY, DEFENDANT. }

Now comes the defendant by its attorney, and moves the court to arrest the judgment in this cause, for the reasons—

1. That, upon the record, said judgment is erroneous.
2. That the petition does not state facts sufficient to constitute a cause of action against defendant.
3. The court had no jurisdiction over defendant in this cause.

HENRY A. CUNNINGHAM,
Att'y for Defendant.

Which motion the court, on the 22d day of October, 1878, overruled, to which action of the court in overruling said motion the defendant at the time then and there excepted.

Defendant therefore prays the court to allow and sign this bill of exceptions, and that the same may be signed and sealed and made part of the record, which is done this 28th day of October, 1878.

SAMUEL TREAT, *Judge*. [SEAL.]

The said bond, so approved and filed as aforesaid, is in the
157 words and figures following, to wit:

Bond.

Know all men by these presents that we, William Priest, Thomas Butler, E. G. Matson, and H. H. Priest, are firmly bound unto Joseph M. Douglass in the full and just sum of one thousand dollars, to be paid to the said Joseph M. Douglass, his heirs, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals and dated this 13th day of November, in the year of our Lord one thousand eight hundred and seventy-eight.

Whereas lately, at the September term, 1878, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court between Joseph M. Douglass, plaintiff, and Ralls County, defendant, judgment was rendered against the said Ralls County, and the said Ralls County having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Joseph M. Douglass, citing and admonishing him to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now the condition of the above obligation is such, that if the said Ralls County shall prosecute said writ to effect and answer all damages and costs if it fail to make good its plea, then the above obligation to be void; else to remain in full force and virtue.

WILLIAM PRIEST, [SEAL.]
President Ralls County Court.
THOMAS BUTLER. [SEAL.]
E. G. MATSON. [SEAL.]
H. H. PRIEST. [SEAL.]

Approved by—

SAMUEL TREAT, *Judge*.

158 UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

I, M. M. Price, clerk of the circuit court of the United States in and for the eastern district of Missouri, do hereby certify that the writing hereto attached to be a true copy of the record and proceedings in case No. 1279, of Joseph M. Douglass, plaintiff, against Ralls County, defendant, as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office in the city of St. Louis, in said district, this 25th day of February, in the year of our Lord eighteen hundred and seventy-nine.

[SEAL.]

M. M. PRICE,
Clerk of said Court,
By T. L. CRAWFORD,
Deputy.

159 UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

Be it remembered that on the 19th day of September, 1878, at a regular stated term of the circuit court of the United States in and for the eastern district of Missouri, held at the city of St. Louis, in said district, there was filed in said court, in a cause therein pending, a plea to jurisdiction, in words and figures following, to wit:

Plea to jurisdiction.

In the circuit court of the United States for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT. } No. 1279.

Coming solely for the purpose of pleading to the jurisdiction of this court, defendant avers that the court here ought not to take
160 cognizance of or sustain the action aforesaid, because the cause of action aforesaid, if any accrued to said plaintiff, did not accrue to him within the jurisdiction of this court, more particularly for the following named reasons:

1. Defendant is and has been since Nov. 30, 1875, prior to which date it did not exist, a political division of the State of Missouri, without other powers or obligations than may have been imposed upon it by the law creating it, and that by the said law and by all laws now or heretofore in force in the State of Missouri a suit against defendant can only be had and maintained in the circuit court of the State of Missouri in and for said county of Ralls or Ralls County.

2. At the date of the institution of this suit plaintiff was not a citizen of the State of Nevada, but was a citizen of the State of Missouri.

3. For further plea to the jurisdiction of this court over the
161 causes of action described in plaintiff's petition, defendant avers that neither at the maturity of the pretended coupons described in plaintiff's petition nor at the date of the institution of this suit was plaintiff the owner, holder, or bearer of said coupons, or of either of the same, but that at the date of the institution of this suit said pretended coupons, alleged to have been detached from said pretended bonds in plaintiff's petition described, were and still are actually owned, held, and possessed by Moses Fraley, Wm. G. Douglass, James S. Rollins, John H. Overall, Joseph Gentry, R. B. Price, who were, at the maturity of said pretended coupons, the owners and holders thereof, and at each of said periods were and still are citizens of the State of Missouri, and who were and still are the real parties in interest prosecuting this action.

HENRY A. CUNNINGHAM,
Att'y for Defendant.

162 And thereupon, on said 19th day of September, A. D. 1878, the following demurrer to the first plea to jurisdiction was filed in said cause, to wit:

Demurrer to 1st plea to jurisdiction.

In the United States circuit court for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PL'FF,
vs.
RALLS COUNTY, DEF'T.

Now, at this day, comes the plaintiff, and demurs to defendant's first plea to the jurisdiction, and for grounds of demurrer says the facts therein stated do not show that this court ought not to take cognizance of or sustain this action.

OVERALL & JUDSON,
Att'ys for Pl'ff.

And also on said 19th day of September, A. D. 1878, there was filed in said cause a denial of facts stated in the third plea to the jurisdiction herein, in words following, to wit:

163 *Denial of facts in third plea to jurisdiction.*

In the United States circuit court for the eastern district of Missouri, September term, 1878.

JOSEPH M. DOUGLASS, PL'FF,
vs.
RALLS COUNTY, DEF'T.

Plaintiff comes, by his attorneys, and says it is not true, as stated in defendant's third plea to the jurisdiction, that at the date of the institution of this suit the coupons herein sued on were or have since been owned, held, or possessed by Moses Fraley, Wm. G. Douglass, James S. Rollins, John H. Overall, Joseph Gentry, or R. B. Price, or that said persons are the real parties in interest prosecuting this action.

OVERALL & JUDSON,
Att'ys for Pl'ff.

And afterwards, at said term of court, and on the 21st day of September, 1878, the following proceedings were had and appear of record in said cause, to wit:

164 *Order.*

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
RALLS COUNTY, DEFENDANT.

Now come the parties, by their attorneys, and the court having considered the demurrer of plaintiff to the first plea to jurisdiction filed by defendant, and being fully advised thereof, orders that said demurrer be and the same is hereby sustained.

And thereupon the defendant, by leave of court, withdraws second and third pleas to jurisdiction, and files answer and motion to suppress depositions for plaintiff herein.

165 UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

I, M. M. Price, clerk of the circuit court of the United States, in and for the eastern district of Missouri, do hereby certify that the writing hereto attached to be true copies of plea to jurisdiction of the court, demurrer to first plea thereof, denial of facts set forth in third plea, judgment of the court upon demurrer to first plea to jurisdiction of the court, and withdrawal of second and third pleas to jurisdiction of the court, in case No. 1279 of Joseph M. Douglass, plaintiff, against Ralls County, defendant, being part of record omitted in the transcript of said case taken upon writ of error to the Supreme Court of the United States, October term, 1879, and there docketed as No. 749, as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office in the city of St. Louis, in said district, this eleventh day of March, in the year of our Lord eighteen hundred and eighty.

[SEAL.]

M. M. PRICE,
Clerk of said Court,
By A. P. SELBY,
Deputy.

166 (Indorsed:) No. 749. United States Supreme Court. Joseph M. Douglass against Ralls County.

Duly certified copy of the additional record in case No. 749, Douglass vs. Ralls Co., to be therein filed in conformity to stipulation on file in the above-entitled cause.

Supreme Court U. S., 1879, Octo. term. No. 749. Rall County, P. E., vs. Jos. M. Douglass. Addition to record. Filed 30 March, 1880.

(Indorsement on cover:) No. 185. Ralls County, plaintiff in error, vs. Joseph M. Douglass. E. Missouri C. C., U. S. Filed 28 April, 1879.